

**From:** [Laird, Andrew J.](#)  
**To:** [Duggan, Laurie Monahan](#)  
**Cc:** [Wilson, Jonathan C.](#); (b) (6), (b) (7)(C)  
**Subject:** 16-CA-174370: Statement of Position of Employer Blanchard Refining Company LLC (Marathon Galveston Bay Refinery)  
**Date:** Tuesday, May 31, 2016 1:45:36 PM  
**Attachments:** [image001.jpg](#)  
[MPC - 2016.05.31 Position Statement re 16-CA-174370 \(140751698\\_1\).pdf](#)

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Laurie,

Please find attached the Company's Statement of Position regarding Charge No. 16-CA-174370, including accompanying Exhibits A-C. A complete hardcopy is also being mailed to your office today.

Feel free to give me a call if you have any additional questions.

Thanks,

**Andrew Laird**, Associate  
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May 31, 2016

**VIA EMAIL (LAURIE.DUGGAN@NLRB.GOV)**  
**& CERTIFIED MAIL**

Laurie M. Duggan  
National Labor Relations Board  
Region 16  
1919 Smith Street, Suite 1545  
Houston, TX 77002

Re: Blanchard Refining Company LLC  
16-CA-174370

***Initial Position Statement – This Charge Should Be Deferred to the Grievance and Arbitration Procedure of the Parties’ CBA***

Dear Ms. Duggan:

This letter is Blanchard Refining Company LLC’s<sup>1</sup> (the “Company”) Initial Position Statement with respect to the above-referenced unfair labor practice charge (“Charge”), as amplified in your May 16, 2016 letter (“Charge Letter”).

This Initial Position Statement is provided to the Region solely for purposes of its investigation of the Charge. It is the Company’s position that the Charge lacks merit and should be deferred to the parties’ Grievance and Arbitration procedure or dismissed. In the event that the Charge is not deferred or dismissed, the Company expressly reserves its right to submit a statement of position on the merits.

The information and analysis contained in this Initial Position Statement are based on the limited information you have provided and the Company’s current understanding of the items contained in the Charge. Accordingly, the Company may possess information that is not mentioned in this letter because it does not appear relevant to the allegations at this time, or it may later discover information that it is not currently aware of concerning the Charge. Thus, it

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<sup>1</sup> Blanchard Refining Company LLC is a wholly owned subsidiary of Marathon Petroleum Company LP.

cannot be represented that this letter contains every fact and all information known or available to the Company that has a bearing on or that might be responsive to the Charge.

This Initial Position Statement has been drafted by counsel for the Company and, to the extent provided for by law, the Company retains the right to modify, amend, supplement, or revoke any and all statements contained herein. Additionally, the Company, by submitting this statement, is not limiting its defenses or responses to those stated herein.

This Initial Position Statement is for the purpose of advising the Board of the position of the Company with respect to the Charge only and is not to be transmitted, in whole or in part, to the Union or any other third party. This Initial Position Statement contains information that is *non-public, proprietary, and confidential*; therefore, this Initial Position Statement (and its exhibits) are solely for internal Board use and review in connection with the Board's investigation of the Charge. The Company expects that the Board will protect and prevent from disclosure all documents submitted by the Company that bear a confidentiality designation. Finally, the Company requests that you promptly notify it or undersigned counsel in the event of a subpoena or FOIA request for this letter or other information in the possession of the Region about the Company.

**I. The Charge Should Be Deferred to the Parties' Grievance and Arbitration Procedure.**

In *Collyer Insulated Wire*, 192 NLRB 837 (1971), the Board held that where a dispute arises from a collective bargaining agreement and the parties' relationship thereunder, the purposes of the Act are best served by dismissing an unfair labor practice complaint based on the dispute and allowing an arbitrator to resolve the matter. The Board grounded this decision on the long-standing labor law policy of favoring voluntary settlement of disputes through arbitration. *Id.* at 840-41. The Board further emphasized that, "It would not comport with the sound exercise of our administrative discretion to permit [a grievant] to seek redress under the Act after having initiated arbitration proceedings." *Id.* at 841. Consistent with the underpinnings in *Collyer*, the Supreme Court has continued to emphasize a national policy in favor of resolving disputes through arbitration. *See, e.g., Nitro-Lift Techs., L.L.C. v. Howard*, 133 S. Ct. 501, 503-04 (2012) (per curiam) (reiterating the national policy favoring arbitration); *14 Penn Plaza LLC v. Pyett*, 556 U.S. 247, 265-68 (2009).

In the instant case, the parties' Collective Bargaining Agreement, modified after months of negotiations through the final Settlement Agreement executed by the parties on June 8, 2015 ("Settlement Agreement"), contains a number of important provisions that support deferral in this matter.

First, Article XVI of the CBA, entitled "*Grievance and Arbitration Procedure*" (see Ex. A), sets forth a specific, detailed, and fair procedure for the parties to file grievances, meet to

discuss and attempt to resolve their differences, and ultimately to submit them to an impartial arbitrator either through mutual agreement or as supplied by the FMCS. The contractual Grievance and Arbitration provision is broad, encompassing “*any difference [that may] arise between the Company or any group of employees covered by this Agreement . . .*” Ex. A.

Second, Charging Party has already utilized the grievance process and filed grievances regarding the subject matter currently pending in the Charge as explained below. Thus, the Charging Party, by its own actions in filing grievances under the CBA regarding the subject matter of the pending Charge, recognizes that this dispute is encompassed by the contractually established Grievance and Arbitration procedure.

Third, the Company, by virtue of its initial position statement herein, expressly agrees to defer this Charge to the Grievance and Arbitration procedure.

Finally, as the Charging Party’s grievances have already been filed and are currently making their way through the grievance and arbitration process, there are no timeliness issues.

## **II. The Subject Matter of Charge 16-CA-174370 Is Covered By the CBA.**

This Charge pertains to the CBA’s Chief Operator Memorandum of Agreement (“Chief Operator MOA”) and its operation by the Company. Proposal 32 of the parties’ Settlement Agreement (Ex. B) implements the Chief Operator MOA and sets guidelines and processes related to same. After execution of the Settlement Agreement, the Charging Party filed Grievance Nos. 16-1, 16-15, 16-16, and 16-127 (see Ex. C) protesting the Company’s operation of the Chief Operator MOA, which is the subject matter of this ULP Charge. For example, one of the Charging Party’s grievances states—with respect to the duties of the Chief Operator—that “*the Company violated the [CBA] by not following proper procedures.*” (Ex. C.) The grievances filed by the Charging Party are currently pending within the grievance and arbitration procedure set forth in the CBA and the Company agrees that this Charge should be deferred.

## **III. Conclusion.**

To conclude (and as outlined above), the Charge is ripe for *Collyer* deferral. As noted above, the Company is willing to defer this Charge to the Grievance and Arbitration procedure. Further, as evidenced by the fact that the Charging Party has already filed grievances regarding these “*differences between the parties,*” the Company respectfully requests that the Region defer this Charge pursuant to its *Collyer* doctrine. Deferral will be the most efficient use of the parties and the Board’s resources. The Company hereby provides written assurance that it has accepted and processed the grievances identified above for each of the allegations contained in the Charge, and that there are no timeliness and/or procedural defenses. The Company also hereby provides written assurance that the parties will present and explicitly authorize the arbitrator to consider and decide any unfair labor practice issues. Finally, the Company provides

Laurie M. Duggan  
May 31, 2016  
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written assurance that it will do everything reasonably possible to see that these grievances are arbitrated or resolved promptly, assuming, of course, that the Union meets its grievance and arbitration obligations as well.<sup>2</sup>

Any decision not to defer this case would allow the very policy concern expressed in *Collyer* and reiterated in *United Technologies*, 268 NLRB 557, 557 (1984), to come to pass—namely, allowing the Charging Party to bypass agreed dispute resolution procedures and litigate a dispute in two forums.

Sincerely,



Jonathan C. Wilson

Enclosures

JCW/ [redacted]

cc: (b) (6), (b) (7)(C)  
Andrew J. Laird

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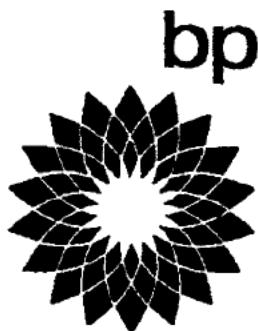
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<sup>2</sup> The CBA provides for a 2-year period for arbitration after a grievance is filed. The Company is committed to resolving these grievances as quickly as possible, either through arbitration or in discussions with the Union at the various grievance steps.

# EXHIBIT A

# ARTICLES OF AGREEMENT

Between



BP Products North America, Inc.  
Texas City Refinery

And



United Steel Workers  
Local 13-1

Covering  
Operation and Maintenance Employees  
(Except clerical, office, technical or research,  
plant protection, and supervisory employees).

**EFFECTIVE** February 1, 2012 to and including January 31, 2015

physically fit, and to give attention to regular physical examination of all employees.

## **ARTICLE XV MANAGEMENT FUNCTIONS UNIMPAIRED**

It is not the purpose of this Agreement in any way to infringe or impair the normal management rights of the Company except as otherwise expressly provided. Included among the management rights unaffected are the right to hire and the right to discipline or discharge employees for just cause.

## **ARTICLE XVI GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 1 – *Grievance Committee***

There shall be created by the Union a Workmen's Committee to consist of not more than eight (8) Union members, who shall be employees of the Company having at least six (6) months of continuous active service preceding their selection as members of the Committee.

### **SECTION 2 – *Grievance Procedure***

Subject to the provisions of Section 4 of this Article, should any difference arise between the Company and any employee or group of employees covered by this Agreement as to the meaning and application of this Agreement, or should a grievance arise (not involving a change in any provision of this Agreement, or any change in wage rates provided hereunder), the procedure for settlement shall be as follows:

#### **Step 1:**

Any aggrieved employee or employees may, within ten (10) days after the occurrence of the event complained of, present a complaint, either individually or with the assistance of the

shop steward, and either orally or in writing, to the foreman of the employee or employees concerned, or to the foreman and his/her immediate supervisor jointly, who shall have five (5) days within which to render a decision, which shall be in writing if the complaint has been made in writing.

**Step 2:**

If any complaint presented in writing under Step 1 has not been settled to the satisfaction of the aggrieved employee or employees under Step 1, such employee or employees may, within two (2) days after the decision under Step 1 submit the grievance in writing to the Workmen's Committee or directly to the Plant Manager. If the grievance is submitted to the Workmen's Committee and it is decided by the Union that the grievance has merit, the Workmen's Committee may present the grievance in writing to the Plant Manager within eleven (11) days after the decision rendered under Step 1. If the grievance is submitted directly to the Plant Manager by the aggrieved employee or employees, the Plant Manager shall schedule the grievance for discussion with the Workmen's Committee, as provided under Step 3, before rendering a decision in the case, and a copy of his/her decision shall be given to the Union.

**Step 3:**

The Plant Manager shall meet with the Workmen's Committee on the first and third Thursdays of each month, and at such other times as may be mutually agreeable to them. During conferences with the Plant Manager, the Committee may be assisted by not to exceed two (2) representatives of the Union, and the Plant Manager may be assisted by such representatives as he may designate and both parties will make an earnest effort to resolve the grievance. The Plant Manager shall render a written decision as to each grievance not later than ten (10) days after the joint meeting at which such grievance was discussed. Any grievance which is not filed with the Plant Manager prior to the last Friday preceding a regular meeting may be carried over to the next regular meeting.

### **SECTION 3 – Arbitration**

- A.** Should the decision rendered by the Plant Manager under Step 3 of the Grievance Procedure be unacceptable to the Union, or to the aggrieved employee or employees, the case may, if it involves the interpretation or application of this Agreement, be submitted for arbitration within ten (10) days thereafter upon written notice to the Company by the Union or the aggrieved employee or employees.
- B.** Within ten (10) days after such notice the parties to the case shall either by mutual agreement select an arbitrator or jointly request the Federal Mediation and Conciliation Service to submit a list of five arbitrators. The Union and the Company shall, within ten (10) days, eliminate from the list four names by each alternately eliminating one. The name remaining shall then become the sole arbitrator. A case may be processed under this paragraph without regard to numerical order. In the event an arbitrator has not been selected as provided for in this paragraph within two years from the date of the filing of the written grievance, the case shall be considered closed.
- C.** The arbitrator, when so selected, shall proceed as soon as practicable to hold a hearing and examine into and render a decision on the matter at issue. The decision of the arbitrator shall be final and binding upon all parties. In the event either party desire to raise a question concerning compliance with an arbitrator's award, it may within 30 days after receipt of the award, request an answer to its question by submitting to the arbitrator a written submission setting forth the facts giving rise to the question and the position

of the party seeking clarification as to whether the award is being complied with.

A copy of the submission shall be sent to the other party who shall have 15 days from the receipt of the submission in which to reply. Thereafter, the arbitrator shall take such action as he deems necessary.

D. The compensation of the arbitrator and his/her expenses in connection with the arbitration shall be shared equally by the parties to the case.

#### **SECTION 4- *Special Procedure***

**Discharge and Suspension Cases:** If an employee having seniority rights is discharged or suspended, and the employee or the Union desires to protest such discharge or suspension, he/she or the Union, instead of following the procedure set forth in Section 2 of this Article may, within seven (7) days after the discharge or suspension in question, file directly with the Plant Manager a written request for a hearing. Such hearing shall be held within four (4) days after the receipt by the Plant Manager of such request. At such hearing evidence may be presented on behalf of such employee and of the Company. The Plant Manager shall render his/her decision in writing within ten (10) days after such hearing. If such decision is unacceptable to the Union or to the employee concerned, the case may be submitted for arbitration as provided in Section 3 of this Article.

#### **SECTION 5 – *Miscellaneous***

A. Any decision rendered under this Article shall be retroactive to the date of the original filing of the employee's complaint.

B. In calculating time for purposes of this Article, Saturdays, Sundays, and holidays recognized under Section 6 of Article V of this Agreement shall not be

counted. Time limits specified herein may be extended by mutual agreement of the parties in unusual cases.

- C. The Plant Manager may act hereunder either in person or through a designated representative or representatives.

## **ARTICLE XVII MISCELLANEOUS**

### **SECTION 1- *Destruction of Clothes, etc.***

The Company will replace or pay the reasonable cash value of any clothes or personal apparel of an employee which is necessary to his/her employment and which is destroyed as a direct result of an accident occurring in the course of his /her employment.

### **SECTION 2 – *Bulletin Boards***

The Company shall provide separate bulletin boards for the exclusive use of the Union at designated locations on the site. All notices will be official union business only and before posting shall be approved by the President or Secretary of the Local Union or by the Chairman of the Workmen's Committee.

### **SECTION 3 – *Committee Compensation***

- A. Employee members of the Workmen's Committee, and Health and Safety Committee shall receive pay at their regular rates for scheduled working hours lost during conferences with the Company representatives scheduled under this Agreement and held in pursuance of the functions of such Committees as prescribed in Article XIV, and Sections 1,2,3, and 4, of Article XVI of this Agreement.

# EXHIBIT B

USW Local 13-1 Galveston Bay Refinery  
And  
Marathon Petroleum, Galveston Bay Refinery,  
(Blanchard Refining Company LLC, d/b/a Galveston Bay Refinery)

**PROPOSAL 1: Maintenance Incidental Work**

*Replace Article IV, Section 3 A with the following:*

Pg. 6 – ARTICLE IV

**SECTION 3 – Performing Work of Different Classifications**

A. Work peculiar to a classification shall be performed by employees regularly assigned to that classification, provided that when there is no work required of an employee in his/her regular classification, the employee may be assigned to and will be expected to perform work of an equal or lower rate in another classification, so long as employees of some other classification are not performing such employee's regular work. It is understood, however, that to expedite the job at hand in a reasonable and efficient manner, an employee may be required to perform temporarily jobs of another classification when it requires the first blind off of a piece of equipment peculiar to their classification, disconnect and reconnect tubing. When an employee is formally assigned to a split classification, he shall receive the applicable rate for such work as he performs in each classification.

**PROPOSAL 2: Eliminate Contractor Match**

*Eliminate the contractual language that obligates the Company to have overtime matching for proprietary craftsmen if contractors are being utilized in the Refinery.*

*Remove all of the applicable the language in the Collective Bargaining Agreement Pgs. 283 – 285 and any other current or previous agreements that require any type of overtime match.*

*Centralized Maintenance Large and Small Turnaround Activity & Contractor Activity at Running Facility*

*Large-TAR Activity*

*To be identified as Large-TAR activity on Cat 3, Ally 3, Cat 1, ULC, UU3, UU4, RHU Total, PS3A, PS3B*

*Small-TAR activity*

*To be identified as other units in TAR, RHU partial and PS Merax.*

*Contractor Activity on a Running Facility*

*To be identified as Process units that are on stream, Environmental Facility, PWR2, OMGC, Docks.*

*Add the following language to the appropriate section of the contract:*

Routine Maintenance overtime work, which excludes Unit Upsets, Outages, Capital Projects, and Turnarounds, will first be offered to our designated crafts based on skills and abilities. This is for Routine Maintenance work presently performed by our employees that the company determines it has the equipment and skills to perform. This does not include continuation of work already in progress by other resources.

**PROPOSAL 4: Implement Fatigue Risk Management Standard**

*Eliminate the Operator Turnaround Letter of Understanding*

1. Implement the Marathon Petroleum Company LP fatigue standard as outlined in RSP-1328-000.

2. RSP-1328-000 supersedes all scheduling and overtime language in the collective bargaining agreement. *Scheduled vacations will not be cancelled in order to prevent an FRMS exception.*
3. There shall be no impact to pay for an employee's regular work schedule as it relates to the Company's fatigue management practices. There will be no compensation for lost overtime shifts outside the regular work schedule or assigned alternate work schedule due to application of the fatigue standard.
4. The 2015 NOBP Settlement Agreement outlines specific information related to the FRMS that may be subject to further discussion between the parties. It is understood, the Union has the right to bargain over mandatory effects of the FRMS as they arise as a concern.

**PROPOSAL 5: Operation and Products Overtime**

*Remove Guidelines for the Distribution of Overtime in Operating Divisions Including Utilities, Marine and Laboratory on Pgs. 88-92 and replace with the following language:*

**Guidelines for the Distribution of Overtime in Operations and Products Control Departments**

The Operations Department includes all process areas in the Process Division which encompasses Environmental Facility and Power 2. The Products Control Department includes the Oil Movements Division which encompasses OMCC and Docks and the Lab Division which encompasses the Laboratory.

The overall objective for handling overtime in Operations and Products Control Departments shall be to distribute the overtime as equally as practical between all operating personnel, recognizing that there are practical limitations, which will prevent achieving this goal completely. Each Day Foreman shall be responsible for maintain overtime distribution as equally as practical.

The following schedule applies to all operations and products control department hourly employees who work a rotating 12 hour shift schedule:

Week	M	T	W	T	F	S	S
1	D	D	D	D			
2					N	N	N
3	N				D	D	D
4		N	N	N			

D 0600-1800 hrs.

N 1800-0600 hrs.

**Volunteer Sign-up List for Overtime:**

- a.) A volunteer sign-up list will be available for filling vacancies requiring overtime. Overtime refused will not be tracked. Employees with the lowest overtime will have the first opportunity to fill the vacancy as outlined in the overtime cadence.
- b.) A volunteer sign-up list will be established for each scheduled week. Employees can sign up for overtime weekly or for the entire year.
- c.) The overtime report will be generated every Monday (with the exception of Holidays that fall on Monday, the overtime report will be generated on an alternative date decided by the Company). The overtime report generated on Monday will be used to fill all planned and unplanned vacancies the following week: Monday through Sunday.

- d.) Employees can sign up on the overtime sign-up sheet up to 7:00 am on the Tuesday of the week prior to the overtime going into effect. At that time the voluntary overtime sheet will be closed for the following week.
- e.) This list will be used to fill known vacancies and extra help needs for the following week.
- f.) If there are volunteers, the vacancy will be filled as follows:
  - The employee with the low overtime hours provided all unit positions are filled with qualified operators. The low overtime volunteer can work multiple vacancies but 7th day must be avoided, unless a fatigue exception can be avoided by scheduling an Operator for a 7<sup>th</sup> day of work.

Note: The shift can be realigned to utilize the person with the lowest overtime. Divisional Seniority will be used as the tie-breaker (the highest seniority employee will be scheduled to work the vacancy if two volunteers have the same overtime).

- g.) The tentative schedule will be posted by 4:00 pm on Wednesday and will be locked at 3:00 pm on Thursday of the week prior to the schedule going into effect. The time between when the schedule is posted and locked will be used to verify the schedule and adjust based on any necessary corrections.
- h.) Once the volunteer sign up list is closed, any employees utilized to cover vacancies on the schedule are expected to work the posted vacancies they have been assigned. Employees cannot turn down this overtime. Additionally, it is the employee's responsibility to check the schedule for vacancies he/she has been assigned to cover. This includes calling in if necessary. The volunteer list will remain posted until the scheduled work week has been completed. The Chief Operator and/or Shift Foreman will make the necessary notifications if the schedule is changed after it is locked (Thursday at 3:00 pm). Note: For weeks in which a Company recognized holiday occurs, an alternate time for posting the schedule will be applied.
- i.) The person on standby cannot volunteer for overtime on his/her stand-by days unless the supervisor approves a trade in which the employee finds someone to cover the standby obligation.
- j.) A qualification sheet will be maintained and posted electronically.
- k.) The overtime report will be maintained and posted electronically and will be updated every Monday or the next business day if it falls on a Company recognized holiday. Overtime assignments will be calculated using the most current overtime report. It is the employee's responsibility to notify the scheduler of any required corrections to the employee's overtime numbers.

**Vacancy coverage not requiring overtime**

1. Utilize an extra operator if available and arrange the shift as necessary to avoid overtime. (Bid Process Technician/RCC will be utilized to fill Chief/LCC vacancies)
2. Stop training or pull step ups back to better utilize personnel if the vacancy is unscheduled (at the Day Foreman's discretion).
3. Rebalance with other shifts for coverage of vacancies through shift change notification of no less than 24 hours' notice.

NOTE: Bid Process Technician is a breaker position and will not be filled when vacant.

**Vacancy coverage requiring overtime**

There are two types of vacancies that require overtime: planned vacancies and unplanned vacancies. Vacancies can include both minimum staffing needs and extra help needs. Coverage for unplanned vacancies will be scheduled by the Chief Operator or Shift Foreman if the Chief position is vacant.

All callout steps will be administered in compliance with the fatigue standard for all planned and unplanned vacancies. Operators may be skipped in the call out process if calling them violates the fatigue standard.

Designated shift – The designated shift is specified in lower case letters and indicates which shifts would be primarily responsible for overtime based on the rotating shift schedule.

Week	M	T	W	T	F	S	S
1	D	D	D	D	d		n
2		d		n	N	N	N
3	N	n	d/n	d	D	D	D
4	d/n	N	N	N	n	d/n	d

D = Regular Day Shift

N = Regular Night Shift

d = Designated shift for Day coverage

n = Designated shift for Night coverage

d/n = Designated shift for Day and Night coverage

#### Planned Overtime for Chief Vacancies

Step 1 - If available, utilize Bid Process Technician on shift for vacancy. The vacancy created by moving the Bid Process Technician will not be filled.

Step 2 - Assign Chief or Bid Process Technician volunteer from the volunteer list by low overtime.

Step 3 - Without a Chief or Bid Process Technician volunteer, assign a volunteer by realigning the vacancy on shift to accommodate the lowest overtime volunteer.

Step 4 - When no volunteers exist, force the Chief or Bid Process Technician with the lowest overtime on the designated shift.

Step 5 - Force the qualified Chief or Bid Process Technician with the lowest overtime on the non-designated shift.

Step 6 - Leave the chief position vacant.

#### Planned Overtime for Board/Outside Vacancies

Step 1 - If available, utilize Bid Process Technician on shift for vacancy. The vacancy created by moving the Bid Process Technician will not be filled. With multiple vacancies on shift, the Bid Process Technician will be utilized for Chief vacancies first.

Step 2 - Assign qualified volunteer from the volunteer list by low overtime.

Step 3 - When no volunteers exist, force the employee with the lowest overtime on the designated shift. The operators can be realigned (moved around) on the shift to accommodate the lowest overtime employee.

Step 4 - Force the qualified employee with the lowest overtime on the non-designated shift. The operators can be realigned (moved around) on the shift to accommodate the lowest overtime employee.

#### Unplanned Chief Vacancies

Step 1 – If available, utilize Bid Process Technician on shift. The vacancy created by moving the Bid Process Technician will not be filled.

Step 2 -- Utilize the Chief or Bid Process Technician volunteers from the volunteer list by low overtime. Volunteers will be contacted and asked to fill the position. Volunteers can decline unplanned vacancy requests.

Step 3 - Force the Chief or Bid Process Technician with the lowest overtime on the designated shift (see designated shift chart).

Step 4 -- Force the Chief or Bid Process Technician with the lowest overtime on the non-designated shift.

Step 5 -- Call Chief or Bid Process Technician by low overtime on vacation to see if interested in working. An employee on vacation can be asked to work but will not be forced out to cover the vacancy.

Step 6 -- Hold over the Chief/Bid PT, on a voluntary basis, for up to 2 hours. Bid Process Technician covering another vacancy on the shift will be responsible for fulfilling all Chief responsibilities for the remainder of the shift.

Step 7 -- Call stand-by employee. (Only if standby has been triggered)

Step 8 -- Employees work 18 hour shift. (If standby has not been triggered or the employee cannot be utilized due to his/her qualifications).

#### Unplanned Board/Outside Vacancies

Step 1 -- If available, utilize Bid Process Technician on shift. The vacancy created by moving the Bid Process Technician will not be filled.

Step 2 -- Utilize the volunteers from the volunteer list by low overtime. Volunteers will be contacted and asked to fill the position. Volunteers can decline unplanned vacancy requests.

Step 3 -- Force the operator with the lowest overtime on the designated shift. The Operators can be realigned on the shift to accommodate the lowest overtime employee.

Step 4 -- Force the operator with the lowest overtime on the non-designated shift. The Operators can be realigned on the shift to accommodate the lowest overtime employee.

Step 5 -- Call any employee on vacation to see if interested in working. An employee on vacation can be asked to work but will not be forced out to cover the vacancy.

Step 6 -- Holdover the Board/Outside Operator, on a voluntary basis, for up to 2 hours. De-staff the Chief and have the Chief cover the vacancy for the remainder of the shift. The chief will also be responsible for fulfilling all chief responsibilities.

Step 7 -- Call stand-by employee. (Only if standby has been triggered)

Step 8 -- Employees work 18 hour shift (If standby has not been triggered or the employee cannot be utilized due to his/her qualifications).

#### Lab Coverage for Minimum Staffing

##### Weekends & Night Shifts

###### **Planned Vacancies:**

Step 1 -- Assign qualified volunteer from the volunteer list by low overtime.

Step 2 -- When no volunteers exist, force the qualified employee with the lowest overtime on the designated shift.

Step 3 -- Force the qualified employee with the lowest overtime on the non-designated shift.

###### **Unplanned Vacancies:**

Step 1 -- Utilize the volunteers from the volunteer list by low overtime. Volunteers will be contacted and asked to fill the position. Volunteers can decline unplanned vacancy requests.

Step 2 -- Force the technician with the lowest overtime on the designated shift.

Step 3 -- Force the technician with the lowest overtime on the non-designated shift.

Step 4 – Force the technician with the lowest overtime (will normally only be available both shifts on Saturday and day shift on Sunday)  
Step 5 – Call any employee on vacation to see if interested in working. An employee on vacation can be asked to work but will not be forced to cover the vacancy.  
Step 6 – Call stand-by employee (only if standby has been triggered).  
Step 7 – Leave the position vacant at the Foreman's discretion.  
Step 8 – Employees work 18 hour shift (if standby has not been triggered or the employee cannot be utilized due to his/her qualifications).

***Monday through Friday Day Shift***

**Planned Vacancies:**

Step 1 – Utilize Daylight Breaker if available  
a. First, for a 12-hour vacancy  
b. Second, for an 8-hour vacancy

Step 2 – Assign qualified volunteer from the volunteer list by low overtime.  
Step 3 – When no volunteers exist, force the qualified employee with the lowest overtime on the designated shift.  
Step 4 – Force the qualified employee with the lowest overtime on the non-designated shift.

**Unplanned Vacancies:**

Step 1 – Utilize Daylight Breaker

- a. First, for a 12-hour vacancy
- b. Second, for an 8-hour vacancy

Step 2 – Utilize the volunteers from the volunteer list by low overtime. Volunteers will be contacted and asked to fill the position. Volunteers can decline unplanned vacancy requests.

Step 3 – Force the technician with the lowest overtime on the designated shift.  
Step 4 – Force the technician with the lowest overtime on the non-designated shift.  
Step 5 – Call any employee on vacation to see if interested in working. An employee on vacation can be asked to work but will not be forced to cover the vacancy.  
Step 6 – Call stand-by employee (only if standby has been triggered (or the employee cannot be utilized due to his/her qualifications).  
Step 7 – Leave position vacant at the Foreman's discretion.  
Step 8 – Employees work 18 hour shift (if standby has not been triggered).

For all Operations and Products Control planned and unplanned overtime, the shifts will be realigned to utilize the operator/technician with the lowest overtime to make sure that all positions are covered by qualified individuals and that Seventh (7th) Day Pay is avoided. If these cannot be accomplished by utilizing the lowest overtime employee, then the next lowest overtime employee should be utilized and so on. When filling a vacancy utilizing low overtime, seniority will be used as the tie-breaker (the low seniority employee will be scheduled/forced to work the vacancy unless a volunteer signs up).

**Guidelines:**

1. The overtime record will be zeroed the first pay period in February each year.
2. A serious effort shall be made to keep overtime of all personnel in a Process Area equal.
3. A newly hired employee, an employee transferring between Operations and Product Control, or when a person is moved from one Process Area to another, will be averaged plus five days (40 hours) when released to fill a regular job. The average is the total overtime numbers of each

individual operator assigned to a unit divided by the total number of operators on that particular unit.

4. Only overtime worked will be recorded.
5. Any employee that works an overtime shift on a holiday for which he/she receives double time and a half pay shall have overtime hours worked recorded as double hours.
6. Once an employee is utilized for overtime via the volunteer OT sign up list, he/she will not be allowed to turn down the overtime. If the employee no longer wants to work the overtime, he/she must find his/her own replacement (by following the overtime guidelines) and gain supervisor approval in order to be excused for the overtime. There will also be no grievance process when choosing to do so.
7. If an employee is under a voluntary "blanket overtime turndown" (does not prevent an employee from being forced), or has a physical disability which limits working overtime for 21 consecutive calendar days or more, or prohibits the working of overtime, and these restrictions are lifted, this employee's overtime number will be adjusted upward to the average of the other personnel assigned to his/her respective unit.
8. Any overtime worked by a step-up foreman shall be charged to the employee on his/her home Process Area.
9. Employees must provide the company with a phone number in which they can be reached at for overtime.
10. All supervisors (or others) who solicit overtime by telephone will keep a log on a standardized form showing the name of person called and the date and time called.
11. When an employee has scheduled vacation, he/she will not be forced to fill an open shift on the week leading up to their scheduled vacation until everyone on the overtime list is forced to fill the open shift. It is understood between the parties that the time leading up to an employee's vacation is the time in between the conclusion of the employee's last workday and the first day of their return from their vacation.

*Remove Section J. Special Procedures for the Filling of Overtime under the 12-Hour Shift Agreement on Pgs. 123-126 and replace with the following new language:*

**J. Special Procedures for the Filling of Overtime under the 12-Hour Shift**

Overtime will be filled following overtime guidelines outlined in Guidelines for the Distribution of Overtime Operations and Products Control Departments starting on p. \_\_

**Procedure:**

1. When any Process Area has four incidents resulting in one or more 18-hr shifts in a rolling 12 month period, the standby system will be triggered and will remain in effect through the following calendar year (i.e. a standby implemented anytime in 2015 will expire on December 31, 2016).
2. Although the "standby" procedure is intended to assure the availability of an individual to fill the vacancy, unusual circumstances can develop which make him/her unavailable. In this case the supervisor can hold over an employee on shift for a maximum of six hours, and require another on-shift employee to return as his/her relief at the end of the sixth hour.
3. Overtime expected to last 4 hours or less will be offered first to the employees on shift or scheduled to report for the next shift. If no employee accepts, the supervisor will then call employees on their day off. If this is unsuccessful, an employee on shift will be held over to fill the vacancy.

To assure the availability of people to staff the units, a standby procedure is necessary. The following procedure will be used:

1. All employees in each Process Area will be eligible for the Standby Procedure.
2. All 18-hour shifts will be reviewed in the appropriate Umbrella meeting with the Union.
3. Process Area supervision will determine the number of employees, one or more which are required to be on standby basis to provide required staffing. This number will be kept to a minimum.
4. Employees will be required to sign up for standby shifts by plant seniority order. When standby is triggered, employees will sign up for the remainder of that calendar year and every six months through the following year. There will be two rounds to sign up, picking half of the standby shifts in each round. If an employee does not sign up as required, the employee's standby shifts will be assigned. An equal number of shifts will be required for each employee per unit with extra standby shifts being assigned by inverse Plant seniority. An employee cannot volunteer for overtime on a day in which he/she is scheduled for standby.
5. Employees with commitments on a day in which they have been assigned a standby shift, may trade standby responsibilities with another employee so long as the supervisor is notified of the trade so that that the standby schedule can be updated. Trades cannot be in violation of the fatigue guidelines or cause a 7<sup>th</sup> day pay situation.
6. In addition, a reasonable effort will be made to assign standby for holiday periods in an equitable manner. It shall be the responsibility of the person on standby to be ready, fit and available for work.
7. Employees on standby must be reachable in person by telephone sixty (60) minutes before and sixty (60) minutes after the Process Area's designated shift change time. It is the employee's responsibility to provide the telephone number where he/she can be reached. Employees have to be available for work within two (2) hours of being contacted. Failure to report to work will be considered a missed standby obligation. Missed standby obligations are disciplinable offenses.
8. An employee will be held over until his/her standby relief arrives.
9. If the standby employee is absent for illness or other reasons and another employee is forced to cover the standby obligation, upon the employee's return, the Company shall assign the employee the same number of days from the standby shift of the employee who was forced to cover for the absent standby employee.
10. If an employee bids or is moved to another area or unit, he/she will assume the standby shifts previously selected for that vacancy, however, he/she will not be required to assume the standby shifts for days that vacation has previously been scheduled.
11. If an employee does not fulfill his/her standby obligation, the employee will make-up his/her missed standby days within the following twelve (12) months excluding missed standby due to absences over six (6) consecutive months.
12. The standby procedures will be practiced as follows so long as they remain in accordance with established fatigue guidelines.

*Remove Section J. Special Procedures for the Filling of Overtime under the Laboratory 12-Hour Shift Agreement on Pgs. 150 - 153 and replace with the following new language:*

**J. Special Procedures for the Filling of Overtime under the 12-Hour Shift**

Overtime will be filled following overtime guidelines outlined in Guidelines for the Distribution of Overtime Operations and Products Control Departments starting on p.\_\_\_\_

**Procedure**

1. When the Lab has four incidents resulting in one or more 18-hr shifts in a rolling 12 month period, the standby system will be triggered and will remain in effect through the following calendar year (i.e. a standby implemented anytime in 2015 will expire on December 31, 2016).
2. Although the "standby" procedure is intended to assure the availability of an individual to fill the vacancy, unusual circumstances can develop which make him/her unavailable. In this case the supervisor can hold over an employee on shift for a maximum of six hours, and require another on-shift employee to return as his/her relief at the end of the sixth hour.
3. Overtime expected to last 4 hours or less will be offered first to the employees on shift or scheduled to report for the next shift. If no employee accepts, the supervisor will then call employees on their day off. If this is unsuccessful, an employee on shift will be held over to fill the vacancy.

To assure the availability of people to staff the units, a standby procedure is necessary. The following procedure will be used:

1. All Lab employees qualified on a Cert job will be eligible for the Standby Procedure.
2. All 18-hour shifts will be reviewed in the appropriate Umbrella meeting with the Union.
3. Laboratory supervision will determine the number of employees, one or more which are required to be on standby basis to provide required staffing. This number will be kept to a minimum.
4. Employees will be required to sign up for standby shifts by plant seniority order. When standby is triggered, employees will sign up for the remainder of that calendar year and every six months through the following year. There will be two rounds to sign up, picking half of the standby shifts in each round. If an employee does not sign up as required, the employee's standby shifts will be assigned. An equal number of shifts will be required for each employee per unit with extra standby shifts being assigned by inverse plant seniority. An employee cannot volunteer for overtime on a day in which he/she is scheduled for standby.
5. Employees with commitments on a day in which they have been assigned a standby shift, may trade standby responsibilities with another employee so long as the supervisor is notified of the trade so that the standby schedule can be updated. Trades cannot be in violation of the fatigue guidelines or cause a 7<sup>th</sup> day pay situation.
6. In addition, a reasonable effort will be made to assign standby for holiday periods in an equitable manner. It shall be the responsibility of the person on standby to be ready, fit and available for work.
7. Employees on standby must be reachable in person by telephone sixty (60) minutes before and sixty (60) minutes after the Process Area's designated shift change time. It is the employee's responsibility to provide the telephone number where he/she can be reached. Employees have to be available for work within two (2) hours of being contacted. Failure to report to work will be considered a missed standby obligation. Missed standby obligations are disciplinable offenses.
8. An employee will be held over until his/her standby relief arrives.
9. If the standby employee is absent for illness or other reasons and another employee is forced to cover the standby obligation, upon the employee's return, the Company shall assign the employee the same number of days from the standby shift of the employee who was forced to cover for the absent standby employee.
10. If an employee bids or is moved to another area or unit, he/she will assume the standby shifts previously selected for that vacancy, however, he/she will not be required to assume the standby shifts for days that vacation has previously been scheduled.
11. If an employee does not fulfill his/her standby obligation, the employee will make-up his/her missed standby days within the following twelve (12) months excluding missed standby due to absences over six (6) consecutive months.
12. The standby procedures will be practiced as follows so long as they remain in accordance with established fatigue guidelines.

### **PROPOSAL 8: Eliminate Maintenance Planner, Leads, and other Specialist Positions**

*Eliminate the following positions and language on Pgs. 285-295:*

- Hourly Maintenance Leads: I&E, Machinists, and Pipefitters.
- Hourly Planners: Pipefitters, Machinists, I&E, and HEO Lift Planners Agreement.
- Hourly Maintenance Training Coordinator Memorandum of Agreement will expire upon ratification of the new Articles of Agreement.
- Remove any other agreement that requires or references the Hourly Planner, Hourly Maintenance Lead and Hourly Training Coordinator positions.

All personnel will revert back to their originating craft immediately, but they will retain their February 1, 2014 upgraded wage rate of \$40.61 through the last pay period of 2016. The retained pay does not apply to the Hourly Training Maintenance Coordinator.

### **PROPOSAL 9: Eliminate Apprenticeship Training Language and all Associated Language**

*Eliminate Memorandum of Agreement Apprentice Training and all associated language Pgs. 237-247.*

The parties recognize that skilled maintenance workers are essential to ensuring safe, efficient and reliable operations. The parties agree to commence discussion, post contract ratification, regarding a training program for Maintenance employees per the 2015 National Oil Bargaining Policy agreement.

### **PROPOSAL 11: Incidental Work Performed by Operators**

*Eliminate Mediation Settlement Agreement of Grievance #96-74 (includes attachment)*

*Add Letter E "Operator Work Incidental" to Article IV, Section 3 on Pg. 7*

#### **E. Operator Work Incidental**

This agreement does recognize that there is some maintenance work that can be performed by a craftsman or an operator. The Company and the Union recognize the intent of the OWI agreement is not to permanently take work away from one classification and give it to another.

Operators have the primary responsibility to operate equipment within their jurisdiction so as to achieve the safe, environmentally sound, reliable, and optimum operations of their assigned Process Area. Criteria for incidental maintenance work are set forth below:

1. When time is available or assigned by the Shift Foreman, incidental maintenance work may be performed recognizing that such work when assigned should not exceed 6 hours in a given shift. It is understood that if an Operator is extra on shift, they may be assigned to work more than 6 hours of OWI work in a given shift.
2. The maintenance work assigned must be of nature that work can be stopped, without leaving an unsafe condition, if other primary operator duties require a quick response.
3. The maintenance work and the tools or equipment needed to perform such maintenance work must be within the range of the training, skills, fitness and ability of the operator. The Company will provide all required training and tools as necessary to perform such maintenance.

The following restrictions apply to OWI work being performed:

- a) No work on pressure vessel head covers, filters or screens (per API 510) larger than 8" shall be performed.
- b) No work shall be performed on blind flanges larger than 6", except for exchanger backflushes.
- c) No removal or installation of slip blinds larger than 4" shall be performed.
- d) No work shall be performed on valves larger than 4".

- e) No work shall be performed on threaded piping larger than 2".
- f) No rigging shall be performed.
- g) No work shall be performed on RV's (including thermal).
- h) No repair, removal or installation of SIS/safety system instruments shall be performed.
- i) No heavy lifting over 50 pounds.

4. All safety policies will be adhered to in the assignment and performance of this maintenance work and special instructions will be provided as necessary.

**PROPOSAL 12: Drug & Alcohol Policy**

*Implement the Marathon Petroleum Company Drug and Alcohol Policy dated April 1, 2014 with the following amendments:*

- For positive drug tests for prescription drugs (excluding federally prohibited controlled substances such as marijuana), if the employee can produce a valid prescription in his/her name that was filled no earlier than one year prior to the date of the drug test, and the Medical Review Officer (MRO) receives a valid acknowledgment from the treating doctor that the continued use was medically acceptable, the employee will not be discharged under the revised Drug & Alcohol Policy. Keep in mind that utilizing outdated prescription drugs or using prescriptions other than as intended by the treating physician can be a safety concern for the employee's health.
- Alcohol in factory sealed containers will be permitted only in locked vehicles in designated parking lots.
- Condition letters implemented after the signing of this agreement will contain a provision that allows one additional opportunity for the subject of the condition letter to volunteer for rehabilitation.
- For employees who test positive for alcohol above 0.00 but less than 0.04, it will be considered a "fitness for duty" issue and will not fall under the D&A policy. Therefore, any employee who tests positive for alcohol above 0.00 but less than 0.04 will be sent home and required to return the next day. Upon their return the next day, employees will be required to check in through health services and submit a negative (0.00) BAT prior to being released to return to work.
- The Company will meet to discuss opportunities to develop a joint Substance Abuse Committee to work in support of the MPC Drug & Alcohol Policy.

**PROPOSAL 13: EV Days - Single Day Vacations and Vacation Scheduling**

*The Operations & Products Control Vacation Scheduling Guidelines and Maintenance Vacation Administration Procedure will be updated to align with the contract language in this agreement.*

*Replace Article VII Vacations Section 3 Vacation Time - Pg. 36 with the following language per the Tentative Agreement.*

Employees shall be given the opportunity to express their preference for vacation periods on the basis of plant seniority within the particular classification, and the Company shall attempt, so far as practicable, consistent with efficient operations of the plant, to comply with employee preferences. It is understood that an employee must select all of their vacation during the selection period (employees may carry over up to 40 hours of vacation). In the event an employee is on sick leave at the time vacation is scheduled to begin he/she may, upon his/her request, reschedule his/her vacation for such time as is open in his/her particular classification at the time of his/her return to work, except that any vacation in excess of the 40 hours eligible for carryover must be taken within the calendar year in which it is due. Each employee shall be permitted to take up to ten days of his/her vacation for excused "Single Day" absences approved by his/her Supervisor. The employee, at the time of the selection process, must prioritize their preference, numbered 1-10, the days that will be utilized for vacation purposes if the situation arises in which an employee must request an excused "Single Day" absence. When such requests are made, and upon

approval of Departmental Management, the employees prioritized choice will be utilized to cover this absence. Failure to make such designation will result in the last vacation scheduled (days 1-10) during the calendar year to be utilized. This process will not be available during such times that employees have approved scheduled vacation in a given week and are seeking additional time off in that same week. Upon advanced approval from management, two of these ten days may be taken in two hour increments in the Maintenance Department only and Operations/Products Control not associated with the 12 hour rotating shift schedule where normal minimum staffing is required.

#### Calling Off

- If an employee calls off sick on one or more days that were previously requested as a Single Day(s) and subsequently denied, the employee will be automatically progressed one step in the absentee control program.

#### Scheduling Vacation

- All vacations must be scheduled in full work sets.
  - Operations and Products Control – full work sets of either 3 or 4 days.
  - Maintenance – full work set of Monday through Thursday or Tuesday through Friday.
  - Day shift – full 5 day work set.
- Employees may designate up to three work sets for Single Days taken from their scheduled vacation per calendar year. Sets that include holidays can be considered as a work set.
- Requests for Single Days may be turned in a maximum of 90 days prior to the day(s) requested, but not before the initial vacation selection process is closed. At that time, if the day in question is vacant, the supervisor will process the vacation change request. These Single Days will be scheduled on a first come, first served basis. If there are multiple requests made at the same time, plant seniority shall govern.
- The Company reserves the right to refuse Single Day(s) if there is no coverage available, but once scheduled they cannot be canceled.

The Operations Vacation Scheduling guidelines and Maintenance Vacation Administration procedure will be used in conjunction with contract language.

*Replace G. Vacation Pay - Pgs. 121 122 in the 12-hr Shift Agreement per the Tentative Agreement:*

Vacation pay will be paid at the contract rate. Employees must schedule vacation in full day increments (employees who follow the 12-hr shift agreement may carryover up to 48 hours of vacation). Vacation hours are accounted for on hour-for-hour basis (i.e., one 12-hour day = 12 hours of vacation) (see Appendix II, Vacation Eligibility). Therefore, a partial day of vacation will be left over, in some instances. A partial day left over maybe used in one of the following ways:

1. Combined with a bank day so that a full day can be taken off.
2. Employees may take vacation, if approved, in 2 or 4 hour increments, if there is an extra qualified operator on shift. (Partial days will not exceed 12 hours in a calendar year.)
3. If a partial day exists due to the regular operating 12-hour shift, the employee may also take the vacation hours and have the remaining hours, with the approval of the employee's supervisor, counted as excused absence. Excused absence for this purpose will not be counted in connection with the company's absence control or positive discipline programs.

Employees will be allowed to make arrangements with their relief to leave early and/or come in late with advanced supervisor approval, at no additional cost to the company. An employee will not be allowed to relieve more than 2 hours before/after their normal relief time.

Each employee shall be permitted to take up to ten "Single Days" of his/her vacation for excused absences approved by his/her Supervisor. Requests made with less than 24 hours' notice and that require overtime coverage may be denied.

*Replace G. Vacation Pay - Pgs. 148 - 149 in the Lab 12-hr Shift Agreement per the Tentative Agreement:*

Vacation pay will be paid at the contract rate. Employees must schedule vacation in full day increments. Vacation hours are accounted for on hour-for-hour basis (i.e., one 12-hour day = 12 hours of vacation) (see Appendix II, Vacation Eligibility). Therefore, a partial day of vacation will be left over; in some instances (employees who follow the Lab 12-hr shift agreement may carryover up to 48 hours of vacation). A partial day left over maybe used in one of the following ways:

1. Combined with a bank day so that a full day can be taken off.
2. Employees may take vacation, if approved, in 2 or 4 hour increments, if there is an extra qualified operator on shift. (Partial days will not exceed 12 hours in a calendar year.)
3. If a partial day exists due to the regular operating 12-hour shift, the employee may also take the vacation hours and have the remaining hours, with the approval of the employee's supervisor, counted as excused absence. Excused absence for this purpose will not be counted in connection with the company's absence control or positive discipline programs.

Employees will be allowed to make arrangements with their relief to leave early and/or come in late with advanced supervisor approval, at no additional cost to the company. An employee will not be allowed to relieve more than 2 hours before/after their normal relief time.

Each employee shall be permitted to take up to ten "Single Days" of his/her vacation for excused absences approved by his/her Supervisor. Requests made with less than 24 hours' notice and that require overtime coverage may be denied.

#### **PROPOSAL 15: Warehouse**

*Remove Pg. 252 Builder Classification Memorandum of Agreement February 2009*

*Remove the following:*

- *Past practice of having a separate issue counter for contractors*
- *Any and all other applicable language in the collective bargaining unit, grievance settlements, letter of agreements, or past practices related to the Warehouse.*

To reach a Warehouse staffing level needed for efficient operation, the Company will work with the Union to negotiate the terms of a one-time voluntary severance program (Termination Allowance Plan, known as TAP) for the employees in the Warehouse and the Builder classification. The work currently performed by the builder classification will be incorporated into the pipeliner classification as current incumbent builder classification employees retire. Warehouse employees and Builder employees who possess the minimum qualifications for Operations or Products Control positions may, on a one-time non-precedent setting basis, transfer to those positions by the next testing process if they successfully pass all of the required new hire testing for those positions (The preceding provisions on the TAP and Operations and Products Control positions only applies to Warehouse and Builder employees assigned these positions as of the date of ratification). However, Warehouse employees would not be required to transfer out or accept a TAP. As of today, we estimate staffing to be between 12 to 20 employees. However, the staffing number for efficient operation will depend on productivity, absenteeism, volume of work, and future process improvements. It is understood that staffing levels will be based on business needs as determined by the Company. The Company will expand and contract Warehouse staffing levels with

contractors based on volume of work due to temporary needs such as turnarounds, projects, etc. Based on the National settlement, the Company agrees to meet and discuss with the Union ongoing business needs.

*Amend the TAR Runner Letter of Agreement to apply to proprietary craft only.*

Safety Repair will report within the ES&S Department instead of Maintenance. The Company and Union will coordinate the details of transferring 3 Warehouse employees to Safety Repair which will include:

- The auditing processes, procedures and compliance of equipment
- Working hours, training and staffing numbers
- Vacation, scheduling and timekeeping
- Quantity of trained Tools and Stores Attendants
- Callout process
- Safety repair work shall be transferred to the ES&S department and shall be assigned to bargaining unit forces to be established within ES&S, keeping the same title and same rate of pay as currently exists, in addition to the same seniority for the purposes of a reduction-in-force only. It is anticipated a minimum of 3 positions will be needed to do this work. For one of these positions, the Company will work with the Union to fill the position. The additional positions will be assigned to current warehouse employees with medical restrictions that prevent them from meeting the essential functions of the warehouse positions. The local parties will work together to coordinate such move and details regarding seniority and placement within the ES&S department.

*Add to the Article of Agreement ARTICLE III, SECTION 10 – Warehouse Tools and Stores Attendants on Pg. 9:*

- A. As employees voluntarily leave the Warehouse, the Company will manage the Warehouse staffing level as deemed appropriate by Management for its efficient operation.
- B. Employees are required to perform all jobs in the Warehouse. To ensure proper training and development, employees will be rotated on a regular basis on all jobs roles in the Warehouse to ensure they can perform the functions and duties of all positions.
- C. Management has the right to assign employees to any position within the Warehouse and/or to any crew within the Warehouse, move Tools and Stores Attendants to any position within the Warehouse to backfill an opening, assign employees to jobs in order to assist as needed, and determine the work schedule of Warehouse employees. Training will be provided to allow for this flexibility.
- D. Management has the right to supplement and integrate work with contractors when increased staffing is required such as, but not limited to, Turnarounds and Projects. Company must retain the ability to expand and contract the workforce by utilizing contractors.

*Post contract ratification, company and union agree to meet to discuss a policy or program for customer service feedback.*

- F. Management has the right to access the Warehouse at any time to obtain material and validate material inventories.
- G. Job assignments will be filled on a weekly basis, assignments will be posted accordingly.

**H. Shift Desk**

1. The regular work schedule and pay for Shift Desk will follow the Operations 12-hr Shift Schedule as defined in the 12-HR Shift Agreement. With the exception of shift start times being 6AM and 6 PM. They may also follow an alternate work schedule as determined by Management.
2. Each crew will consist of one employee and one breaker.
3. A volunteer list will be utilized to staff the Shift Desk. The volunteer list will be managed quarterly and will be locked two weeks before the three month assignment begins. Volunteers for the positions will be offered by seniority. If there are no volunteers, the Shift Desk positions will be forced using inverse seniority. The most junior employee will be assigned the vacancy. After an individual has been assigned the shift using the force by the seniority list, that person will cycle to the bottom of the list in the rotation.
4. Management will assign shift desk duties.
5. Employees who work the Shift Desk will be required to work holidays that fall within the assignment.

- I. The Overtime Clerk will perform overtime program administration and vacation duties for the Maintenance Department.

**J. TAPIT Warehouse**

1. Tools & Stores Attendants assigned to the TAPIT Warehouse will interact and interface with the TAR Material Coordinators. Tools & Stores Attendants at the at the TAPIT Warehouse will receive and issue materials in SAP, assign material locations in SAP, and place materials in the assigned location bins.
2. The Material Coordinators will provide all necessary documentation for requisitioned material. The Tools & Stores Attendants will verify the accuracy of the documentation and will issue and assist the Material Coordinator in taking possession of the requisitioned material. The material coordinator will make arrangements for having material staged.

**K. Overtime Solicitation**

- a. Overtime will be solicited for any position in the Warehouse. The employee accepting the overtime could perform any job in the Warehouse where the overtime is available.
- b. Work continuation – If a job is in progress, those employees doing the job may be required to stay in order to complete it.
- c. During Turnarounds, contractors will be used to supplement the Warehouse staff instead of soliciting other craft.
- d. Voluntary and Callout Solicitation Procedure in TAPIT Warehouse:  
Step 1 –Four (4) TAPIT Warehouse employees will be solicited in order by lowest person on the Master List.

Step 2 –The remaining Warehouse employees needed to fill the assignment will be solicited in order by lowest person on the Master List.

Step 3 - Forced OT

Follow Maintenance forced overtime procedure if overtime is not filled from voluntary solicitation

- e. Voluntary and Callout Solicitation Procedure in Main Warehouse/21st St. Warehouse
  - Step 1 – Solicit By Area: Main Warehouse / 21<sup>st</sup> St. Warehouse list
  - Step 2 – Solicit By Master List:
    - All Warehouse employees (excludes Safety Repair):
  - Step 3 - Forced OT
    - Follow Maintenance forced overtime procedure if overtime is not filled from voluntary solicitation

#### **PROPOSAL 16: Alternate Work Schedules**

*Eliminate T/A Work Schedule MOA in its entirety.*

*Eliminate Operational TAR Support MOA in its entirety.*

*In Operations 12-hr Shift Agreement, remove "Conditions of Agreement" section on Pgs. 112-114. Add "Alternate Work Schedule" section and new language on Pg. 114 after "Shift Schedule" section (remove examples on pgs. 115-116 and first 2 paragraphs on pg. 117). Remove #1 from Section I. Special Assignments on Pg. 123 (#2 will remain).*

#### **Alternate Work Schedule**

This language applies to employees in the Operations and Products Control Departments. The Operations Department includes all process areas including Environmental Facility and Power 2. The Products Control Department includes OMCC and Docks.

Operating employees may be assigned to an 8, 10 or 12 hour alternate work schedule including start and stop times, as determined by management, to work on special projects, provide extra help to the Process Area, and facilitate extended training needs that may develop.

Employees on an 8 or 10 hour alternate work schedule will be paid at the contractual rate in accordance with the collective bargaining agreement. Employees on a 12 hour alternate work schedule will be paid at the factored rate per the 12 hour shift agreement.

Premium pay specified in Article V, Section 4 of the CBA will only apply to employees on an alternate work schedule who are moved to cover a regular shift vacancy on the opposing shift (i.e. days to days would not receive premium, days to nights would receive premium).

Protected shift letter will not apply to employees when placed on an alternative work schedule.

Management respects and recognizes the desirability for employees to have a consistent schedule. Management must also balance those needs against the demands that the business dictates, as well as challenges that absenteeism, planned for or otherwise, brings. Any changes to an Alternate work schedule will require approval of the responsible Department Manager. Management has the discretion to temporarily assign an employee to an alternate work schedule to accommodate an employee's hardship request. Changes that have been made to place employees on alternate work schedules will be a topic for discussion at the appropriate umbrella committee meeting on a quarterly basis.

#### **Alternate Work Schedule during Turnarounds (TAR's), Major Maintenance/Construction Activities, Routine Maintenance, Planned Outages, Unplanned Outages/Emergencies and Training**

1. Alternate work schedules can be set as 8, 10 or 12 hours, working up to a 7 day work week.

2. The Company has the right to alter minimum staffing for each Process Area, up to 100% staffing utilization during unit shutdowns and startups. During the time between shutdowns and startups, management may adjust minimum staffing numbers to less than 100% utilization.
3. To obtain required staffing, the Company may implement vacation "blackout" periods during TAR's, Major Maintenance/Construction Activities and Planned Outages. These are known and will be scheduled prior to the vacation scheduling for the year. The Company agrees to limit vacation blackouts to no more than 45 days per year for each Process Area. Vacation scheduling guidelines will be followed.
4. The Company has the ability to assign to days or nights based on business needs. The Company will make every effort to honor day/night preferences based on seniority when possible.
5. Employees may be placed on this schedule up to 6 weeks prior to scheduled activities (including mandatory training) and up to 2 weeks after these scheduled activities.
6. In each Process Area, the Company has the ability to assign employees to shift times outside the normal shift relief times or scheduled work shifts to align with Maintenance activities, including staggering shift change times based on employee roles and responsibilities.
7. For payroll purposes, the workweek will be Monday through Sunday. The following will also apply:
  - a. Operations and Products Control – Employees will follow the regular work schedule they were on prior to the alternate work schedule in determining sick and vacation benefits outside the blackout period. For example, in the event an employee becomes sick while on the alternate work schedule and the sick day(s) fall on a day(s) the employee would have normally been off on his/her normal schedule, the employee will not receive an occurrence.
8. The Company will make every attempt to not change an employee's schedule in the seven days prior to a scheduled full work set vacation. An employee can be on an alternate work schedule the week before, and during the vacation period, if already assigned, but no changes will be made to that regular or alternate schedule in the seven days leading up to the scheduled vacation unless there is an emergency situation. The schedule can be changed upon return from vacation

#### **Fatigue Days on Alternate Work Schedules**

When the alternative work schedule takes the place of the regular work schedule for a period of time, the following will apply:

##### **8-hr Shift**

The regular work schedule for an employee on an alternative 8-hr work schedule is Monday through Friday. Therefore, if a fatigue day is scheduled during Monday through Friday, it will be paid. If a fatigue day is scheduled on Saturday or Sunday, it will not be paid.

##### **10-hr Shift**

The regular work schedule for an employee on an alternative 10-hr work schedule is Monday through Thursday or Tuesday through Friday. If a fatigue day is scheduled per the regular work schedule, it will be paid. If a fatigue day is scheduled outside of the regular work schedule, it will not be paid.

##### **12-hr Shift**

For an employee on a 12-hr alternate work schedule, fatigue days will be paid if they are scheduled on the employee's regular scheduled day on, according to the letter shift they were on prior to the alternate work schedule. If a fatigue day is scheduled on an employee's regular scheduled day off according to the letter shift they were on prior to the alternate work schedule, it will not be paid.

**Operations and Products Control Extra Help**

During TAR's, Major Maintenance Activities, Planned Outages and Unplanned Outages/Emergencies, extra support from personnel outside the affected Process Area may be solicited to assist:

- 1.) The pool of operators available for solicitation will come from those willing to volunteer their assistance on their days off from their regular duties at their assigned Process Areas. The Extra Help will be restricted to duties involving paperwork, gas testing and the opening and closing of identified valves within the OSHA standards and regulations while assisting on the Process Area.
- 2.) Operators volunteering will be chosen for Extra Help based on seniority. The most senior will be allowed to select his/her shift.

*In Lab 12-hr Shift Agreement, edit "Conditions of Agreement" section on Pgs. 140-142, removing all language except proposed sentence. Add "Alternate Work Schedule" section and new language on Pg. 142 after "Shift Schedule" section (remove examples on pgs. 143-144 and first line and first paragraph on pg. 145). Remove #1 from Section I. Special Assignments on Pg. 150 (#2 will remain).*

**Conditions of Agreement**

Employees working 12-hour shifts will be all the laboratory technicians in the Quality Control Laboratory, Products Control Department. Other employees in the lab, including designated day workers, are excluded from this regular 12-hour shift schedule.

**Alternate Work Schedule**

Day workers, other than those forced by least seniority, who request to be moved from the 8-hour schedule, may do so through the bidding process as identified in Section 4.A. of this Agreement will not be held for more than six months without their consent or until a replacement is properly trained, whichever comes first.

Laboratory employees may be assigned to an 8, 10 or 12 hour alternate work schedule including start and stop times, as determined by management, to work on special projects, provide extra help in the Lab or facilitate extended training needs that may develop.

Employees on an 8 or 10 hour alternate work schedule will be paid at the contractual rate in accordance with the collective bargaining agreement. Laboratory employees on a 12 hour alternate work schedule will be paid at the factored rate per the 12 hour shift agreement.

Premium pay specified in Article V, Section 4 of the CBA will only apply to employees on an alternate work schedule who is moved to cover a regular shift vacancy on the opposing shift (i.e. days to days would not receive premium, days to nights would receive premium).

Protected shift letter will not apply to employees when placed on an alternative work schedule.

1. Alternate work schedules can be set as 8, 10 or 12 hours, working up to a 7 day work week.
2. The Company has the right to alter minimum staffing, up to 100% staffing utilization during high volume work periods. During the time between shutdowns and startups, management may adjust minimum staffing numbers to less than 100% utilization.
3. The Company has the ability to assign to days or nights based on business needs. The Company will make every effort to honor day/night preferences based on seniority when possible.
4. The Company has the ability to assign employees to shift times outside the normal shift relief times or scheduled work shifts.

5. For payroll purposes, the workweek will be Monday through Sunday. The following will also apply:
  - a. Laboratory – Employees will follow the regular work schedule they were on prior to the alternate work schedule in determining sick and vacation benefits. For example, in the event an employee becomes sick while on the alternate work schedule and the sick day(s) fall on a day(s) the employee would have normally been off on his/her normal schedule, the employee will not receive an occurrence.
6. The Company will make every attempt to not change an employee's schedule in the seven days prior to a scheduled full work set vacation. An employee can be on an alternate work schedule the week before, and during the vacation period, if already assigned, but no changes will be made to that regular or alternate schedule in the seven days leading up to the scheduled vacation unless there is an emergency situation. The schedule can be changed upon return from vacation.

#### **Fatigue Days on Alternate Work Schedules**

When the alternative work schedule takes the place of the regular work schedule for a period of time, the following will apply:

##### **8-hr Shift**

The regular work schedule for an employee on an alternative 8-hr work schedule is Monday through Friday. Therefore, if a fatigue day is scheduled during Monday through Friday, it will be paid. If a fatigue day is scheduled on Saturday or Sunday, it will not be paid.

##### **10-hr Shift**

The regular work schedule for an employee on an alternative 10-hr work schedule is Monday through Thursday or Tuesday through Friday. If a fatigue day is scheduled per the regular work schedule, it will be paid. If a fatigue day is scheduled outside of the regular work schedule, it will not be paid.

##### **12-hr Shift**

For an employee on a 12-hr alternate work schedule, fatigue days will be paid if they are scheduled on the employee's regular scheduled day on, according to the letter shift they were on prior to the alternate work schedule. If a fatigue day is scheduled on an employee's regular scheduled day off according to the letter shift they were on prior to the alternate work schedule, it will not be paid.

*Add "Alternate Work Schedule" section and new language to 4-10 Mechanical Working Schedule Agreement on Pgs. 248-249.*

#### **Alternate Work Schedule**

Maintenance employees may be assigned to an 8, 10 or 12 hour alternate work schedule including start and stop times, as determined by management, to work on special projects, provide extra help, and facilitate extended training needs that may develop.

#### **Alternate Work Schedule during Turnarounds (TAR's), Major Maintenance/Construction Activities, Routine Maintenance, Planned Outages, Unplanned Outages/Emergencies and Training**

1. Alternate work schedules can be set as 8, 10 or 12 hours, working up to a 7 day work week.
2. To obtain required staffing, the Company may implement vacation "blackout" periods during TAR's, Major Maintenance/Construction Activities and Planned Outages. These are known and

will be scheduled prior to the vacation scheduling for the year. The Company agrees to limit vacation blackouts to no more than 45 days per year for each Maintenance Craft. Vacation scheduling guidelines will be followed.

3. The Company has the ability to assign to days or nights based on business needs. The Company will make every effort to honor day/night preferences based on seniority when possible.
4. For payroll purposes, the workweek will be Monday through Sunday. Maintenance employees will follow their normal pay schedule.
5. The Company will make every attempt to not change an employee's schedule in the seven days prior to a scheduled full week vacation. An employee can be on an alternate work schedule the week before, and during the vacation period, if already assigned, but no changes will be made to that regular or alternate schedule in the seven days leading up to the scheduled vacation unless there is an emergency situation. The schedule can be changed upon return from vacation.

#### **Fatigue Days on Alternate Work Schedules**

When the alternative work schedule takes the place of the regular work schedule for a period of time, the following will apply:

For Maintenance employees on any alternative work schedule, fatigue days will be paid at straight time at the contractual (8-hour) rate for ten (10) hours if they are scheduled on the employee's regular scheduled day. If the fatigue day is scheduled on an employee's regular scheduled day off, it will not be paid.

#### **PROPOSAL 20: H&S Representative**

*The 6 positions will be filled first with the four current incumbents with unexpired terms until their term expires (Lype, Garland, Mora and Sarver), and then with the two employees who were selected by the Joint H&S Committee at the end of 2014.*

*Eliminate the H&S Addendum outside the contract*

*Eliminate the H&S Addendum #1 and #2 in the contract*

*Replace Memorandum of Agreement, Health and Safety Representative - Pgs. 161 - 168 with the following:*

It is hereby understood and agreed by and between Blanchard Refining LLC, Texas City Refinery and UNITED STEEL WORKERS 13-1 hereafter referred to as the "Company" and the "Union" respectively as follows:

The H&S Rep position will report directly to an ES&S supervisor. The job duties and responsibilities of the H&S Rep position will be as assigned by an ES&S supervisor. Some of those duties and responsibilities may include, but are not exclusive to this role:

1. Conduct tiered audits throughout the refinery.
2. Conduct site safety audits (i.e. walk-through) in a liaison capacity with the natural work team (supervisor and crew).
3. Promote safety awareness (i.e., conduct safety talks on topics of importance) and help build individual accountability for working safely.
4. Monitor site-wide safety practices, included but not limited to employees, contractors, visitors, and vendors.
5. Serve as a contact/reference/resource person.
6. Attend Monthly Health & Safety Meetings as needed.
7. Conduct training and coordinating safety training for new hires and plant personnel.
8. Investigate, research, and answer safety calls as assigned by an ES&S supervisor.

9. Conduct, review, evaluate, and report the results of unit inspections, i.e., unsafe conditions near misses, etc., to Unit Supervision and discuss corrective actions with follow-up.
10. Monitor corrective action from environmental and safety incidents as assigned by an ES&S supervisor.
11. Serve as a public relations liaison to outside organizations that wish to learn about health and safety functions and duties.

**Stipulations:**

1. The initial number of H&S Reps will be six (6). An ES&S supervisor may temporarily increase the number to accommodate the needs of the Safety Team.
2. The rate of pay for these positions will be 8% above the top operator/mechanic rate in the Hourly Payroll Rate Schedules in the Articles of Agreement. The maintenance of rate language in Article V, Sections 14 & 15 of the Articles of Agreement does not apply to these positions. The incumbents will be removed from their current overtime distribution lists. Although there is no guarantee, the H&S Rep will likely receive overtime in conjunction with his/her duties as an H&S Rep. The H&S Rep will continue to accrue seniority within his/her respective division.
3. The normal length of assignment is expected to be two years; however, performance will be reviewed by an ES&S supervisor. The reviews may occur at any time but must be done at least annually. The incumbents can be returned to their normal duties by an ES&S supervisor if their roles and responsibilities as an H&S Rep are not performed in a satisfactory manner. The incumbents will also have the right to voluntarily return to their normal duties. Any assignment beyond two years will require the approval of an ES&S supervisor.
4. The decision to fill short term vacancies of the incumbent H&S Reps (Created by vacations, sickness and disability, etc.) will be made by an ES&S supervisor. Should it be determined to fill the vacancy, the replacement will include specific dates and a pre-determined date when the employee return to normal duties.
5. The H&S Rep MOA is subject to cancellation at any time provided the initiating party provides a thirty (30) day written notice to the other party.
6. Incumbents will normally work Monday through Friday, 0700-1530 with one half hour unpaid lunch break; however, hours may vary as assigned by an ES&S supervisor.
7. Training for the Health and Safety Representative should be an ongoing and continuous process, the specific training requirements for the Health and Safety Representative Positions will be determined by an ES&S supervisor.
8. An ES&S supervisor will facilitate the selection process for Health & Safety Reps. These jobs will be filled by joint selection of the Joint H&S Committee:
  - a. Notification of these positions will be placed on refinery bulletin boards for fourteen (14) calendar days. Job duties and responsibilities, skills, rate of pay, reporting relationship, and length of assignment will be included in this notification.
  - b. Interested hourly employees will apply to an ES&S supervisor who will collect all of the applications and provide them to the Joint H&S Committee who will interview these applicants.
9. The resources required to perform the job of H&S Rep will be provided by Blanchard Refining LLC This may include resources such as:
  - a. Office Space
  - b. Office Equipment
  - c. Computers
  - d. Resource Library
  - e. Transportation

- f. Facilitator Training
- g. Initial H&S Rep Training

**PROPOSAL 21: Plant Wide Bidding**

*Replace ARTICLE VI SENIORITY, SECTION 4 – Filling Vacancies and New Positions, pgs. 23-27 with the following:*

- A. Operator jobs in the Operations and Products Control departments may be posted for Process Area to Process Area bidding purposes but will not be posted for plant wide bids. There will be no bidding between Maintenance, Laboratory and Operations employees (i.e. Maintenance and Laboratory employees will not be eligible to bid into Operator jobs or vice versa).
- B. The Company will advertise internally if it elects to hire new employees into Maintenance or the Laboratory. Only fully qualified hourly employees who meet the qualifications as determined by Management, and have over five years in their current position, will be eligible to apply to a position in either Maintenance or the Laboratory. ~~The qualifications, testing, number of employees, and selection, if any, will be at the discretion of management.~~ The qualifications, testing, number of employees, and final decision to fill such position will be at the discretion of management. If relatively equally qualified employees bid upon such position, seniority shall govern as the final determination for placement.

*Inserted into bidding language after A. on pg. 23*

*Texas City Refinery*

*Letter of Understanding*

*Operations Bidding Between Units*

*Pgs. 280-283*

*Bidding Between Process Areas:*

The Company has the right to exercise Process Area to Process Area bidding when hiring new operators and/or when the redistribution of Operations and/or Products Control Departments employees is deemed as necessary by the Company. It is the contractual ability of Management to permanently assign employees to Process Areas within the same department in lieu of bidding.

1. Operators, after completing the time limit for bid eligibility (which is after completing six (6) years of continuous employment at the five (5) year operator rate of pay per the Article of Agreement) would then be allowed to bid to another Process Area without a cut in pay, unless they are a rate of pay PT which would be reduced to the five (5) year operator rate.
2. If a Chief or Bid Process Technician would like to bid for an Operator Position, request must first be reviewed by owning department manager with notification to Union Leadership and will be based on the business case. If approved by Management, the Chief and Bid Process Technician bidding will be put back to the five (5) year top Operator rate.
3. An employee who transfers and is unable to satisfactorily qualify on the initial job (per the Company training standard) as assigned in that Process Area will be returned to his/her former Process Area where, if no vacancy exists at the time, he/she will be assigned to any available job until a vacancy occurs. Such vacancy will not be posted.
4. Management agrees to notify the Union before an employee is returned to his/her former Process Area.
5. It is clearly understood that if an employee is “extra” on the shift, in addition to the Bid Process Technician, management may utilize this employee on jobs that he/she is

qualified for on the Process Area. This employee may be used in lieu of overtime being offered on the Process Area if the situation dictates.

6. For temporary employee moves between Process Areas, Management will notify the union.
7. Once an Operator bids to another Process Area, he/she is frozen for seven (7) years and can only bid once every seven (7) years
8. Only two (2) cross bids within operations are allowed within an employee's duration of employment.
9. Management will not be required to post a vacancy created by a transfer of a successful bidder.
10. In the Operations and Product Control Departments, transfers will not exceed one (1) Operator from any Process Area per year. It is understood that the site will not transfer more than five (5) employees per year.
11. All bids will be based upon Divisional Seniority in the employee's respective department.
12. Management has up to 18 months to release employees who have been awarded bids.
13. PTECH employees, once permanently hire, will be given a unit assignment based on the needs of the operating areas.

*Resume and Replace ARTICLE VI SENIORITY- SECTION 4 – Filling Vacancies and New Positions, pgs. 23-27*

- B. Staffing of New Process Units: The Company shall have the right to determine staffing of new process units. New process units may be incorporated into existing process areas or a new stand-alone process area.
  1. Staffing of new process units may be a combination of new hires, volunteers through solicitation and the assignment of employees from existing process areas. The selection will take into account the employee's process experience, employee's skillset including fitness and ability to perform the job, and impact to other process areas.
  2. Seniority Standing: Any Operations or Product Control employee awarded a position in the original staffing of a new unit shall, at the time of the award, have the employee's Divisional Seniority converted to Process Area seniority.
- C. Process Area to Process Area bids and internal Laboratory bids: Job postings shall be for seven (7) calendar days. Selection of successful bidders will be made within a maximum of forty-five (45) days after the closing of the job posting. If selection is not made within the specified time period the job will be reposted if it is to be filled. Any eligible employee failing to bid within the time and in the manner stated in the posted announcement will be considered as having waived seniority rights to the job. If none of the eligible bidders for a job has sufficient fitness and ability to perform the job, the Company may fill the job as it sees fit.
- D. Procedure on Rejection of Senior Bidder: If the Company rejects any senior bidder for a job on the ground that he/she lacks sufficient fitness and ability and appoints some other employee to fill the job, the Union shall be notified.
- E. Rules Where Seniority is Equal: In any case where under these rules, Division Seniority is stated to be the governing seniority factor, and such seniority is equal, plant seniority shall govern, provided fitness and ability are sufficient. Where plant seniority is equal, chronological age of the employee, from oldest to youngest, will be the ranking order.

*Replace ARTICLE VI SENIORITY, SECTION 8 - Filling Temporary Openings Pg. 29 - 32 with the following:*

In the Operations and Products Control department (including Laboratory) temporary vacancies will be filled as follows:

- A. Temporary vacancies of less than 45 days of a Chief Operator/LCC, Bid Process Technician/RCC, or Lab Day Shift position will be filled according to the normal vacancy filling guidelines.
- B. Chief/LCC vacancies of less than one shift where the Chief/LCC is still inside the refinery (e.g. to cover Operator physicals, Process Safety activities, etc.) will not be backfilled. The Chiefs/LCC should carry radios and will be available to return to the unit in case of an emergency.
- C. If a Chief Operator/LCC, Bid Process Technician/RCC, or Lab Day Shift position is expected to be vacant for more than 45 days (e.g. known Medical Leave), a Temporary Chief/LCC or Bid Process Technician/RCC will be selected per Chief selection language. Upon the incumbent's return, the temporary incumbent will be bumped back to his/her previous position.
- D. For consecutive Chief/LCC, Bid Process Technician/RCC, or Lab Day Shift vacancies of 6 months or more, consideration will be given to permanently replacing the position.

*Replace ARTICLE VI SENIORITY, SECTION 9 – Filling Vacancies Due to Leave of Absence pg. 32 with the following:*

When a job is filled by posting due to an employee being on sick leave or other authorized leave of absence, the job posting shall indicate the name of the individual who is entitled to fill said job upon the employee's return if said job is then being filled. If an employee on sick leave or other authorized leave of absence returns, he/she shall replace the last person who bid into his/her job provided his/her job is still being filled at the time of his/her return. The employee thus displaced will be returned to his/her former classification provided he/she has sufficient department or plant seniority, whichever is applicable.

*Delete VACANCIES - MECHANICAL DEPARTMENT MEMORANDUM OF AGREEMENT Pgs. 105-108.*

*In the Memorandum of Agreement Lab Crew Coordinator Pgs. 226 – 227: Delete the following language: The bid process for the lab crew coordinator positions will be as follows:*

- A bid form will be available for the lab crew coordinator/relief lab crew coordinator jobs. Laboratory Technicians may apply for one or both positions.
- The bid will be posted at both laboratories (CHEMICAL PLANT and the REFINERY laboratories) and will remain posted for 30 calendar days.

*Selection of the lab crew coordinator shall be through the bid process, and will be based on the criteria as stipulated in this agreement. The Laboratory Advisory Team will provide input to the Company in this selection process. Once the lab crew coordinator positions are filled, there will be a 30 calendar day period in which the technician may elect to withdraw themselves from consideration. If so, the next senior*

*bidding will have the opportunity to qualify for the bid. The Company retains the right to remove a bidder from this position based on fitness and ability.*

## **PROPOSAL 22: Maintenance Overtime**

*Replace Centralized Maintenance Overtime Cadence Process on pg. 80 with Decentralized Maintenance Coverage Procedure:*

In order to support the Decentralized Maintenance Philosophy, the parties recognize that it will be necessary to change the current overtime provisions in which employees classified as skilled craft receive overtime opportunities. The following procedure will be followed:

### **I. Overtime Cadence**

- Once the craftsmen accept the overtime for that day, they cannot rescind the initial acceptance and accept another solicitation.
- In any 24-hour period, no employee should normally be required to work more than 16 continuous hours unless very abnormal circumstances prevail. If an employee already worked 16 hours and gets called for additional overtime, he/she is responsible for notifying the person doing the solicitation. Employees must abide the Fatigue Risk Management Standard – Hours of Service Guidelines.
- When staffing for plant wide coverage, the lowest person on the Master List will be solicited first. Craftsmen on plant wide coverage will be utilized first before going through the overtime solicitation flow chart.
- For startup assistance, lowest person in the Area will be solicited. Then will follow Zone and the Master List.

#### **A. Voluntary Overtime Solicitation**

1. First by Area - Overtime will be solicited beginning with the qualified and eligible craftsmen with the lowest overtime hours in the specified Area and will continue through the list following the same cadence until the overtime need, as determined by management, is satisfied.
  - a. Areas are currently defined as: Piping/Still/Coker/RDU, FCCU1/ALKY3, FCCU3/ALKY2, SRU, RHU/CFHU, Docks, OMCC/ENVR, Utilities, ULC/AU2/NDU, ARU/UU3, DDU/UU4.
2. Then by Zone - If the overtime need cannot be met within the identified Area, overtime will be solicited in the same manner (qualified and eligible craftsmen with the lowest overtime hours first) utilizing the current Zone craft overtime list.
3. Last by Master List - If the overtime need cannot be met within the identified Zone, overtime will be solicited in the same manner (qualified and eligible craftsmen with the lowest overtime hours first) utilizing the Master craft overtime list.
4. The Area Maintenance Overtime Cadence will be adhered to by Company and Union barring an emergency situation. All other provisions listed in the "Guidelines for the Distribution of the Overtime in the Mechanical Crafts" will be continued.

#### **B. Forced Overtime**

1. If the overtime needs are not filled through overtime cadence process, qualified eligible craftsmen lowest in hours in the Zone will be forced to work the overtime need. The craftsmen will be assigned to work the jobs that they are qualified to do.
2. With supervisor permission, a forced employee may request on his/her own another individual in same craft, qualified to do the same work, to take his/her overtime assignment. If the employee finds a replacement, he/she must notify the supervisor the name of the replacement. If the employee cannot find a replacement, the employee is responsible for working the overtime.

3. If after forcing craftsmen, there is still a need for more coverage, the Company will utilize other resources to fill the need as determined by the Company.

## II. Callouts

### A. Callout Cadence

1. First by Area - Overtime will be solicited beginning with the qualified and eligible craftsmen with the lowest overtime hours in the specified Area and will continue through the list following the same cadence until the overtime need, as determined by management, is satisfied.
  - a. Areas are currently defined as: Pipestill/Coker/RDU, FCCU1/ALKY3, FCCU3/Alky2, SRU, RHU/CFHU, Docks, OMCC/ENVR, Utilities, ULC/AU2/NDU, ARU/UU3, DDU/UU4.
2. Then by Zone - If the overtime need cannot be met within the identified Area, overtime will be solicited in the same manner (qualified and eligible craftsmen with the lowest overtime hours first) utilizing the current Zone craft overtime list.
3. Last by Master List - If the overtime need cannot be met within the identified Zone, overtime will be solicited in the same manner (qualified and eligible craftsmen with the lowest overtime hours first) utilizing the Master craft overtime list.
4. The Area Maintenance Overtime Cadence will be adhered to by Company and Union barring an emergency situation. All other provisions listed in the "Guidelines for the Distribution of the Overtime in the Mechanical Crafts" will be continued.

## III. Shift Tech Coverage

### A. Work and Schedule

1. The Maintenance Department will establish a Shift Tech crew.
2. The regular work schedule and pay for Shift Techs will follow the Operations 12-hr Shift Schedule as defined in the 12-HR Shift Agreement with the exception of shift start times being 7AM and 7 PM.
3. Management will have the right to:
  - a. Organize all work, determine the number, scope and function of the Shift Techs;
  - b. Determine the general requirements, standards and qualifications necessary to perform the Shift Tech position;
  - c. Determine who the Shift Techs will report to;
  - d. Direct the Shift Techs' work on a daily basis. Shift Techs will perform work as assigned by Management; and
  - e. Determine whether additional crafts are required to support the Shift Tech crew during off-shifts
  - f. Shift Tech Work Sequence
    - Step One: Prior to a call-out, the Shift Tech will attempt to address the issue.
    - Step Two: When multiple priorities exist, Management will determine whether call-outs are necessary.
    - Step Three: If there is no response to the Callout Cadence, follow the Forced Overtime procedure.
4. The Shift Tech position is not a minimum staff position but will be limited to no more than 4 craftsmen per shift per craft.
  - a. Additional Shift Techs may be added based on business need with mutual agreement between the Company and Union.
  - b. When assigned, the Shift Tech staffing level will be no less than two in any craft. However, a single Analyzer Tech can be supported by another Instrument Tech.

5. Shift Techs are not considered odd-schedule workers, and may operate continuously throughout the year.
6. Shift Tech assignments are normally limited to 3 months in duration. Employees may extend their assignment with Management approval.

**B. Selection**

1. Management will select from volunteer list to staff the Shift Techs by seniority based on fitness and ability. If there are no volunteers, the least senior craftsman, based on fitness and ability, will fill the need. Management maintains the final decision for staffing the Shift Techs.
2. Any absenteeism or disciplinary issues exclude an employee from being considered for the Shift Tech position.

**C. Overtime**

1. Overtime lists will be the following:
  - a. I&E: Shop list or Analyzer list
  - b. Machinists: CMG group list
  - c. Pipefitter: Weld shop list
2. Shift Techs may be able to work Turnarounds based on Management approval.

*Replace GUIDELINES FOR THE DISTRIBUTION OF OVERTIME IN THE MECHANICAL CRAFTS MEMORANDUM OF AGREEMENT on Pgs. 81 – 88 with the following:*

It is hereby understood and agreed by and between Blanchard Refining Company LLC, Galveston Bay Refinery, Texas City Refinery and the UNITED STEELWORKERS LOCAL 13-1, hereinafter referred to as the "Company" and the "Union" respectively as follows:

**Basic Principles**

The Company and the Union agree to the principle that overtime will be distributed as equally as practical. The guiding principle will be that the person with the lowest recorded overtime on the respective overtime lists will be offered the first opportunity to work. However, if vacancies cannot be filled by volunteer overtime solicitation, the Company will utilize forced overtime, callouts and Shift Techs to fill the vacancies. For each day no one will be requested to work more than one shift of overtime until every person in the division has been offered an opportunity to work. On occasions when unusual circumstances arise, the lowest person may not be offered overtime. If only a person with special skills can perform a particular job, the first qualified person on the list will be asked to work. If a job in progress can be completed on the next shift, those persons doing the job may be asked to continue that job. It is clearly understood that some projects may require the same craftsman to perform duties to maintain work continuity. If such cases arise, management will inform the appropriate parties prior to the start of such assignment or as soon as practical. When a crew is needed quickly due to safety considerations or to prevent a major equipment shut-down, readily available people may be asked. Any change in these guidelines will be by mutual consent of both parties.

**Master List Guidelines:**

1. A computer overtime report will be maintained by the Company. This report will be updated weekly to hours worked and hours refused. The report will consist of the following overtime lists:
  - a. Pipe division to include all pipe fitters regardless of assignment.
  - b. Machine division to include all machinists regardless of assignment except those assigned to the machine shop, garage and building maintenance.
  - c. Shop machinist to include all machinists assigned to the machine shop, garage and building maintenance.

- d. Instrument and electrical division to include all instrument-electrical personnel regardless of assignment.
- c. Builder division to include all builders regardless of assignment.
- f. Truck & crane division to include all mobile equipment operators except for HEOs assigned to the Coking Units.
- g. Tools and stores division to include all tool and stores personnel regardless of assignment.

2. Primarily, the mechanical department planning section (overtime clerk) will be responsible for the accurate recording of overtime, maintaining the weekly reports and implementing these guidelines. All other persons soliciting overtime (mechanical supervisors, operating supervisors and tools and stores attendant) will follow guidelines for voluntary and forced overtime solicitation, callouts and Shift Techs. Those persons will report all overtime accepted and refused to the overtime clerk. These other persons will be jointly responsible with the planning section for the accurate enforcement of these guidelines.

3. Overtime will be recorded by hours. September of each calendar year the total recorded overtime hours (worked and refused) for the lowest person/s on the respective department master lists will be adjusted to zero. All other persons will be zeroed also but stay in the same position on the list until solicitation of overtime begins.

4. In order to ensure adequate staffing as per planning estimates, the Company will ask for volunteers to fill its needs for TAR's, Outages, or Projects.

- a. Personnel assigned to scheduled TAR's, Outages, or projects, will be solicited for the forecasted overtime approximately four weeks prior to the scheduled start date and responses recorded. Once the work begins, overtime will be charged as outlined in item No. 6 below.
- b. Personnel assigned to unscheduled TAR's, Outages, or Projects, will be solicited for the forecasted overtime as soon as practical and the responses recorded. Once the work begins, overtime will be charged as outlined in item no. 7 below.
- c. Volunteers will be selected based on low overtime hours.
- d. Once personnel volunteer to be scheduled for a TAR, Outage or Project, they must work the alternative work schedule to completion unless approved or directed otherwise by Management.

5. Each person working overtime will be credited with the actual hours worked. Each person who does not commit to work if overtime is available will be charged a turndown for the solicited amount of overtime offered (except a person refusing overtime after the beginning of a shift, where the overtime to be worked begins on the same shift, will be credited with only 4 hours of overtime for this turndown) if he/she is lower on the overtime report than the person/s who works. Each person who committed to work if overtime is available and then refuses to work the overtime when solicited will be accessed a penalty of one and one-half times the shift offered. No turndowns will be credited to personnel skipped due to lack of needed skills.

6. Where overtime is solicited by telephone from off duty personnel:

- a. Personnel without telephones will be bypassed and credited with 8 hours of refused overtime.
- b. Personnel whose telephones are busy will be bypassed without charging a turndown by merely indicating "unable to contact". After the entire list has been called, another attempt will be made to call those not reached, and only then will a turndown be charged as outlined in item no. 6 above.

Personnel who do not answer their telephone (or if an answering machine/voicemail answers) will be given a turndown as outlined in item no. 6 above. On day shift only,

- c. Monday through Friday, for calls to the person's home that are made but not answered, no turndown will be credited where the employee is assigned to the 4 x 12 or 12 x 8 shift.
- 7. Personnel who are absent (for any reason except vacation) or on "no overtime" medical restrictions for 21 consecutive days or more will be charged with the average amount of overtime offered in his/her division during the absence or medical restriction.
- 8. New employees in a division will be charged with the average number of overtime hours in that division plus 40 hours.
- 9. Personnel in training will be ineligible for 2100 to 0700 shift overtime. They will be offered overtime on the 1700 to 0300 shift and on weekends.
- 10. Only one turndown will be charged in any 24 hour period, the 24 hour period to start at the beginning of the first shift turned down. If an employee refuses to work a solicited shift and later accepts to work another shift within the 24 hour period, a turndown will still be charged. It is understood that when an overtime work offer is made, the employee must either accept or reject such offer in a reasonable period of time. If, in the event that overtime offers to all qualified craftsman have been made and an overtime need cannot be filled, the Company will utilize other resources to fill the need as determined by the Company.
- 11. Each year all employees will complete an overtime waiver system sheet. Each time that employee's name is reached for overtime on a day or shift that he/she has waived, a turndown will be charged.
- 12. When a person is transferred between the shop machinist list and the machinist division list or between, their credited hours will be adjusted in the same manner as new employees in a division.
- 13. A turndown will not be credited if a person is on vacation, the weekend prior to the beginning of a full work set vacation, a sick leave, occupational illness and injury, funeral leave, jury service, or Union officers or committeemen on official Union business.
- 14. No temporary personnel (red hats) assigned to a given division (craft line) will be offered authorized overtime until all personnel normally assigned to that division have been solicited first.

*Replace 4-10 MECHANICAL WORKING SCHEDULE MEMORANDUM OF AGREEMENT on pgs. 248-249 with the following:*

It is here by understood and agreed by and between Blanchard Refining Company LLC, Galveston Bay Refinery, Texas City Refinery and USW, LOCAL 13-1, hereinafter referred to as the "Company" and the "Union" respectively as follows:

1. 10-Hour Day Shift: 07:00 – 12:00, 12:30 – 17:30, either Monday through Thursday or Tuesday through Friday day schedule only. Evening shift: 17:00 – 03:00. Graveyard shift: 21:00 – 07:00. Odd-schedule is Thursday through Sunday. It is the intent of the Company to not routinely change an employee's day off, nevertheless the Union and the Company recognize that it may at times be necessary.
2. Work schedules other than the 10-hour day discussed above will be per the Alternative Work Schedules.
3. The 4-10 Schedule will be applicable to Mechanical Division employees with the exceptions of the Machine Decokers, Shift Desk and Shift Techs.
4. The Company will attempt to accommodate medical restrictions and/or individual hardship conditions.

5. The normal scheduled weekend overtime shifts working the 4-10 schedule will start at 07:00 on their day off (i.e., Monday or Friday), Saturday, and Sunday. The normal weekend overtime shifts are 10 hrs.
6. Pay rate: Straight time at contractual (8-hour) rate for ten (10) scheduled hours. Waive daily overtime provisions for normal 4-10 schedule. All other overtime provisions of the contract apply.
7. Vacation, S&D/OI&I, Funeral Leave, Jury Duty: pay will be at the contractual rate. Hours are accounted for an hour-for-hour basis (i.e., one 10 hour day = 10 hours of vacation or  $\frac{1}{2}$  of a 10-hour day = 5 hours of vacation). If a partial vacation day exists as a result of an employee being assigned to the 4-10 schedule, the employee may take the vacation hours and have the remaining hours, with the approval of the employee's supervisor, counted as excused absence without pay. Excused absence for this purpose will not be counted in connection with the company's absence control or positive discipline programs.
8. The Company or the Union shall have the right to terminate this Agreement by giving written notice of their desire to the other party. If such notice is given, the termination date shall be the beginning of the first pay period following thirty (30) days from the time written notice is received by the other party. If the agreement is terminated, wages, hours, and other relevant conditions of work shall be as stated in the existing Working Agreement between the parties.

The Company and the Union agree on the establishment of a 4-10 schedule.

*Replace ODD SCHEDULE --MECHANICAL DEPARTMENT MEMORANDUM OF AGREEMENT on Pg. 79 with the following:*

The Union has shown concern about the possibility of the Company expanding odd-schedules in the Mechanical Department.

Odd-schedules that include working Saturday or Sunday such as the schedules now in existence in the central shop and coke pits shall not be extended to other divisions in the Mechanical Department more than 12 weekends per calendar year during the term of this agreement.

During the week in which a holiday occurs, odd-schedule workers, other than those scheduled Monday through Friday, will be moved back to a regular working schedule.

*Replace HOLIDAY WORK--MEMORANDUM OF AGREEMENT pgs. 77 – 78 with the following:*

Only those operators essential for the safe and efficient operation or maintenance surveillance of their facility, will work on a holiday. Operators not needed to work their assigned shift on a holiday will be given the first opportunity for vacancies which develop on their assigned facility and on their shift with the senior qualified man being given first opportunity for filling the vacancy.

Odd-schedule workers in the Maintenance Department who are working the Thursday through Sunday schedule during any holiday weeks, will be moved back to a regular working schedule.

#### **PROPOSAL 28: Dependent Care Days**

*Replace language under: ARTICLE XVII Miscellaneous, SECTION 10 Dependent Care Days, Pg. 57 with the following:*

Employees may use up to four days of their available sick benefit allowance in a calendar year to provide care for a dependent family member with an illness or injury. A full day or any part of a day is counted as a day for dependent care purposes. Dependent family members may be one's spouse, domestic partner, child, father, mother, stepfather, or stepmother of the employee.

In order to receive payment for dependent care, the employee must complete the sick benefit application form, checking the box for dependent care, and provide the name of the dependent and the relationship to the employee. If an employee provides the proper documentation, the eligible Dependent care days will not count towards controllable absences under the site's absenteeism policy. Dependent care may not be taken adjacent to vacation days.

#### **PROPOSAL 30: Absenteeism**

*Add to Article X, as new Section 3 on pg. 44.*

(From Site STD policy for Hourly employees)

#### **QUALIFICATION FOR PAY**

To qualify for sick benefits, eligible employees must (1) be absent from work due to an illness or injury, (2) provide documentation of an office visit with a medical provider as required below, (3) submit a properly completed Application for sick benefits to the supervisor, (4) comply with any requests for additional medical documentation to support the claim for benefits and (5) comply with all Federal, State, Company, and contractual requirements related to occupational injuries or illnesses.

- For the first two (2) occurrences or up to 100 cumulative hours of work missed due to illness or injury in a calendar year, whichever occurs first, an office visit with a Medical Provider is required by the third day of absence.
- After two (2) occurrences or 100 cumulative hours of work missed due to illness or injury in a calendar year, whichever occurs first, an office visit with a Medical Provider is required on or before the first day of absence.

#### **UNEXCUSED ABSENCES**

Employees who do not provide a properly completed Application for sick benefits, provide documentation of an office visit with a medical provider as outlined above and/or do not comply with provisions of the Sick Benefit Plan will not be eligible for payment of sick benefits for that absence. The absence will be recorded as unexcused until the proper documentation has been provided.

For sick benefit eligibility, electronic medical documentation will be accepted on a temporary basis until official medical documentation can be provided.

#### ***Absentee Control Program***

##### **A. Absentee Control Guidelines**

Controllable absences are: (1) unexcused absence, and (2) illness or injury. Unexcused absences should not be tolerated except under extreme situations. Immediate action, including appropriate discipline, should be taken by the supervisor to insure that the employee understands the seriousness of the particular incident and that additional unexcused absences may result in further discipline, up to and including termination of employment. An occurrence may be a partial day, a full day, or consecutive days of a controllable absence for same reason and counts for all situations where sick benefits are received.

Note: Any absence for an employee on an approved continuous or intermittent certified FMLA condition will not count towards the Absentee Control Program.

Absences for a continuing illness or injury will count as one episode. The continuing condition must be related to the exact same personal illness or injury and communicated to GBR Health Services. Documentation may be required from the treating physician to prove absences are related.

#### **B. Absentee Control Process**

**Step 1:** On the 3<sup>rd</sup> occurrence in a 6 month rolling period, the supervisor notifies HR. A Step 1 Letter will be issued unless there are mitigating circumstances. If an employee successfully completes the 6 month rolling period directly following a Step 1 Letter with no occurrences, the employee drops out of the Absentee Control Program.

**Step 2:** On the 3<sup>rd</sup> occurrence in the 6 month rolling period following a Step 1 Letter, the supervisor notifies HR. A Step 2 Letter will be issued unless there are mitigating circumstances. If an employee successfully completes the 6 month rolling period directly following a Step 2 Letter with no occurrences, the employee drops back to Step 1 of the Absentee Control Program.

**Step 3:** On the 2<sup>nd</sup> occurrence in the 4 month rolling period following a Step 2 Letter, the supervisor notifies HR. A Step 3 Letter will be issued unless there are mitigating circumstances. If an employee successfully completes the 4 month rolling period directly following a Step 3 Letter with no occurrences, the employee drops back to Step 2 of the Absentee Control Program.

**Step 4:** On the 2<sup>nd</sup> occurrence in the 4 month rolling period following a Step 3 Letter, the supervisor notifies HR. The employee's employment will be terminated, unless there are mitigating circumstances.

\*For Absentee Control Steps 1-3, if an employee has occurrences of absence but less than required to progress to the next step, they remain in that step until they have completed the rolling time period without an occurrence.

*Special Provisions:* Tardiness will be addressed through the Positive Discipline process.

- Company will notify the Union for any represented employee with two occurrences or more to perform early intervention prior to Step One in the Absentee Control Program. If for some reason an early intervention is not given to the employee, this will not prevent the Company from administering the Absentee Control Program.
- The Company will notify the Union of any represented employee that moves to Step Three of the Absentee Control Program.
- Any employee completing 12 consecutive months without an occurrence will be removed from the Absentee Control Program.
- The following absences do not count as occurrences in the Absentee Control Program:
  1. Military duty or leave
  2. Jury duty/court service
  3. Vacation
  4. Funeral leave
  5. Occupational injuries or illnesses
  6. Approved personal leave of absence
  7. Absences protected by FMLA
  8. MPC sponsored colonoscopies

9. Absences due to disciplinary action
10. Union leave
11. Natural Disasters
12. Dependent Care Days with proper documentation

### **PROPOSAL 32: Chief MOA**

*Eliminate MOA Work Consolidation of BP Product North America, Inc., Texas City Laboratories, Pgs. 221-230*

*The following language below replaces the Chief MOA on Pgs. 254-268 in its entirety and includes language pertinent to the Lab LCC/RCC.*

*Article XI Section 2 on pg. 20 will be amended to include Process Area Seniority as follows:*

Four (4) types of seniority shall be recognized: Plant seniority; Seniority in the various Divisions established by the Company; seniority in the Operating Department; and seniority in the Process Area. Operating Department seniority, however, shall be recognized only in connection with the original staffing of new units as hereinafter provided. In each case seniority standing shall be based upon length of credited service.

#### **CHIEF OPERATOR**

#### **MEMORANDUM OF AGREEMENT**

April 2015

##### **A. General**

Both the Chief Operator and crew take direction from the Shift Foreman. The Chief Operator assists the Shift Foreman with directing and overseeing personnel and operations to ensure safe, environmentally sound, efficient, and reliable operations. Under direction of the Shift Foreman, the Chief Operator will be a Safety Officer for their area of responsibility. The language in this section also applies to the Lab Crew Coordinator and Relief Crew Coordinator.

The Chief reports to the Shift Foreman in each Process Area.

##### **B. Qualification, Selection and Vacancies**

1. To perform the roles and responsibilities of the Chief Operator on a unit, an Operator must be qualified on all of the board and outside jobs in his/her area of responsibility.
2. To fill permanent vacancies, Chief Operators will be selected from the Bid Process Technicians in the Process Area by Process Area seniority.
3. The Bid Process Technician on each shift will be selected by Process Area seniority.
4. Temporary vacancies will be filled in accordance with Article VI Section 8 of the Articles of Agreement.

##### **C. Performance Management**

1. A Chief Evaluation form developed by the Company will be used for Chief evaluations. The assessment will be applied to new Chief Operators at the following frequency:

First Year	Once every 6 months
Incumbent	Once every year

2. A deficiency in any competency will be reviewed by the Shift Foreman and Day Foreman and a plan will be developed to correct the deficiency

3. A Chief with an overall rating of either "Progress Marginal" or "Unsatisfactory" will be reviewed by the Shift Foreman, Day Foreman, HR and a plan will be developed to correct the deficiencies. After a "Progress Marginal" or "Unsatisfactory" rating, the subsequent evaluation may be accelerated based on performance. The Union Chairman will be notified when a Chief receives a "Progress Marginal" or "Unsatisfactory" rating and the Hourly Refinery Training Coordinator will be allowed to perform an intervention with the Chief.
4. Once in the developmental plan stage of the evaluation process, a Chief who is rated either "Progress Marginal" or "Unsatisfactory" in any evaluation category will be disqualified from the Chief Operator position.
  - a) A Chief may be disqualified immediately from the Chief position for negligence or inappropriate conduct.
5. The disqualified Chief Operator will revert back to PT Rate of Pay, as long as they are fully qualified on both outside and board jobs. If they are not qualified on both outside and board jobs in the Process Area, they will revert back to the five (5) year operator rate.
6. The disqualification period will last four (4) years.
7. During the disqualification period, a disqualified Chief will not be eligible to fill Chief vacancies.

D. One Chief Operator per shift (A, B, C, and D) will be assigned per Process Area. The Process Areas are defined in the Operator Work Assignments.

E. Compensation

1. Compensation for a Chief Operator and Lab Crew Coordinator will be 20% above the Top Operator rate of pay.

F. Chief Training

1. Leadership development and skill building training will be provided to the Chiefs and Lab Crew Coordinator by the Company.

G. Lab Crew Coordinator/Relief Crew Coordinator for Laboratory

Lab Crew Coordinator (LCC) reports to the Lab Foreman during normal office hours and oversees personnel and the functions of the lab outside normal office hours.

It is required of these employees to obtain the required certifications for this function.

Duties assigned to the LCC are listed below. These duties are not all inclusive and additional duties may be determined by Management:

1. Perform technician job duties in the area of assignment 80-85% of the time
2. Administration functions 15-20% of the time
3. These relative %'s may vary depending on the needs of the laboratory or as determined by the company.
4. LCC are required to be certified in all rotating shift testing areas of the lab and barcode

Employees in the LCC role will continue the practice of performing shift work to maintain proficiency in each area of the Lab. Minimally, the LCC will spend 2 days every six (6) months in each rotating shift

testing area. The idea is that the LCC's will have to perform the tasks of each area to maintain proficiency.

The LCC's will not be able to "pick and choose" the tasks of the job. They must satisfactorily complete the assigned tasks. Failure to do so may result in removal from the position.

#### **H. LCC Overtime Vacancies**

LCC vacancies will be filled in accordance with the Vacancy Filling Guidelines as stated for Chief Operators with the exception of being RCCs as opposed to the Bid Process Technicians for the normal solicitation pool.

#### **I. Relief Crew Coordinator**

The Relief Crew Coordinator (RCC) is responsible for the following:

1. Certified in all rotating shift testing areas and Bar Code
2. In addition to their routine technician role, they will perform duties of Trainer for their crew as needed.
3. RCC's, as with the LCC's above, are expected to complete their assigned tasks. Failure to do so may result in removal from the position.

Employees classified as an RCC will continue the practice of filling the LCC role to maintain proficiency in all jobs. The frequency will be determined by Lab Management.

#### **J. LCC Performance Management**

An evaluation form developed by the Company will be utilized to evaluate the LCC. The evaluation process will be in accordance to the process described for chief operators.

#### **K. Lab Day Jobs**

The vacancies will be filled by a bid process based on seniority, fitness and ability. With fitness and ability being equal, seniority will prevail. In the event there are no bidders for a job posting within the 30 calendar days, the job vacancy will be filled by inverse order of seniority but applying the criteria of fitness and ability. Day jobs may be bid as 8-hr or 12-hr jobs at management's discretion. Once a day job position is filled, the successful bidder may work or be assigned to other day job positions but he/she will always have a day job unless day jobs are decreased or modified by management, or the bidder is disqualified.

Day Jobs in the Lab include:

1. Instrument Maintenance Technicians – 2 Technicians
2. Process Support Technicians – 2 Technicians
3. QA Technician – 1 Technician
4. Daylight Breakers – 2 Technicians

**PROTECTED SHIFT LETTER**  
Pg. 117

Management respects and recognizes the desirability for employees to have a consistent schedule. Management must also balance those needs against the demands that the business dictates, as well as challenges that absenteeism, planned for or otherwise, brings.

In this regard, Management agrees to afford a Protected Shift Letter to those employees in the Process Area classified as "Chief Operator" and "Bid P/T". It is understood by the parties that the shift designation will be issued by Management on an annual basis (October time frame) for shift assignments for the following year. It is further understood that in the case of emergency situations on the Process Area, staffing issues created by absenteeism, the purposes of individual training for the Chief, Bid P/T or training issues for other employees in the Process Area that will create the need to move the Chief and/or Bid P/T, or for schedules associated with Turnaround Activity, Management may assign these employees to another shift for the duration of the aforementioned described issues. Protected shift letter will not apply to employees when placed on an alternative work schedule.

#### **PROPOSAL 33: Work Assignments**

*Remove HiPro MOA in its entirety from contract, pgs. 170-207, replace with the following new language to start on Pg. 170:*

*The Company will work with the Union to amend the promotional chart on pg. 66.*

*Clarification on Console Operators currently under medical restrictions: Current console operators who have a bonafide medical restriction that can be accommodated by working the console will be grandfathered.*

#### **Operator Work Assignments**

The Operations Department includes all process areas in the Process Division which encompasses Environmental Facility and Power 2. The Products Control Department includes the Oil Movement Division which encompasses OMCC and Docks.

The following definitions will apply to this language:

Area Team – Encompasses one or more Process Areas, includes all hourly and salaried personnel, under the supervision of a common Area Team Leader. (E.g. Area Team 2 – RHU/CFHU)

Process Area – Encompasses one or more individual units of Operation, which is staffed with a common shift. (E.g. DDU/UU4).

Unit – Individual unit of Operation. (e.g. AU2)

#### **Current Operations / Product Control Area Teams, Process Areas and Units (subject to future changes and/or consolidations)**

Operations - Area Team 1		
Process Area - PS3A	Process Area - PS3B	Process Area - Cokers / RDU *
Operations - Area Team 2		
Process Area - RHU	Process Area - CFHU	
Operations - Area Team 3		
Process Area - Alky3	Process Area - FCCU1	

<b>Operations - Area Team 4</b>		
Process Area - FCCU3	Process Area - Alky2	
<b>Operations - Area Team 5</b>		
Process Area - SRU	Process Area - Power2	Process Area - Env. Facility
<b>Operations - Area Team 6</b>		
Process Area - UU4 / DDU *		
<b>Operations - Area Team 7</b>		
Process Area - UU3	Process Area - ARU	
<b>Operations - Area Team 8</b>		
Process Area - AU2 / NDU *	Process Area - ULC	
<b>Products Control- Area Team 9</b>		
Process Area - OMCC	Process Area - Docks	

\* Two Individual Units within a Process Area

1. Each shift in each Process Area will be staffed with one Chief Operator and one Bid Process Technician (One Chief Operator and one Bid Process Technician in OMCC for each side: Raw and Finished).
  - a. The Chief Operator and Bid Process Technician positions will be filled according to Chief Selection language.
2. The Bid Process Technician will be an extra on shift (also known as breaker) and will not be considered a minimum staffing position. This position will not normally be filled when vacant.
3. The Company will solicit volunteers on each shift for board training. After collecting a list of volunteers, board training will be offered by seniority, assuming fitness and ability of the volunteer is sufficient to perform all necessary duties on the board. If there are no volunteers, the Company will designate Operators to train on the board.
4. Operators who are qualified on a board job will be known as Rate of Pay PT's. The Company will assign board or outside work to Rate of Pay PT's as dictated by the needs of that Process Area.
5. The Company intends to keep at least two operators qualified on the board on each letter shift in each Process Area. This excludes the Chief.

**Process Area Shift Staffing Example:**

<b>Chief Operator</b>	<i>Qualified on board/outside jobs</i>	<i>Maintains board qualifications through periodic work assignments. Maintains outside qualifications through regular Chief duties.</i>
<b>Bid Process Technician</b>	<i>Qualified on board/outside/Chief jobs</i>	<i>Functions as the breaker and covers Chief, board, and outside job vacancies as needed.</i>
<b>Rate of Pay PT</b>	<i>Qualified on board &amp; outside jobs</i>	<i>Works board and outside jobs</i>

<b>Operator</b>	<i>Qualified on outside jobs</i>	<i>Rotates through outside jobs</i>
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#### Board/Outside Qualifications

Chief Operators must remain qualified on the board per MPC Operator Job Rotation & Qualification Requirements to remain eligible for board overtime.

Bid Process Technicians and Rate of Pay PT's will be required to maintain their qualifications on all board/outside jobs to align with the MPC Operator Job Rotation & Qualification Requirements.

Although not required to work the board, Outside Operators will maintain a familiarity with process control equipment through basic training and continued access to process data though the control board interface in the Central Control Building.

#### Bid Process Technician/Rate of Pay PT

1. Within their Process Areas, Operators who become qualified on at least one board job and all outside jobs shall receive Rate of Pay PT.
2. Operators will not be eligible to bid to a Bid Process Technician position until they have successfully qualified on all board and outside jobs in the Process Area (Management may waive this requirement if it cannot be met). If there is no bidder, Management may assign a Bid PT.
3. Failure to maintain qualifications will result in loss of PT pay

#### Unit Consolidation/Construction of New Unit

Operator areas of responsibility may be altered at any time based future unit/board consolidation. The Company will have the ability to set the staffing levels of newly constructed units. The effects of any staffing changes due to consolidation of units or construction will be bargained at that time.

Operator areas of responsibility may be consolidated, and may encompass one or more process units. After consolidation, a Rate of Pay PT and Bid Process Technician will typically be qualified to perform and rotate through a minimum of two (2) different board and outside jobs. An Operator will typically be qualified to perform and rotate through minimum of four (4) different outside jobs. Chief Operator positions may also be eliminated after a unit consolidation.

#### Training

Subject matter experts will be utilized to assist in the development, implementation, and delivery of Operations training. These subject matter experts may include Hourly and Salaried employees as well as contract vendors.

The Company and the Union have mutually agreed that an hourly Refinery Training Coordinator would be beneficial in meeting the objectives of the Operations & Product Control departments' training needs. The compensation for this position will be ten percent (10%) above the operator top-out rate of pay (not the specialist rate for operators or Process Technician rate of pay). Selection of the Hourly Refinery Training Coordinator will be mutual between the Company and the Union. The Hourly Refinery Training Coordinator will report to an L&D Supervisor.

To help facilitate additional Operations training needs that may arise in a Process Area, the Company may periodically assign Hourly Trainers from that Process Area

**PROPOSAL 35: Hiring Process**

*Eliminate 1998 Hiring Practice memorandum*

*Eliminate 1998 Craft Hiring Process document*

*Pg. 196 (within HiPro Agreement) – Delete Section XI per the tentative agreement and replace with new Section 11 of Article XVII on current pg. 57:*

**Section 11 – Hiring**

It is understood that both the Company and the Union have a mutual interest in the hiring of well-qualified and motivated bargaining unit employees.

- The USW Chair will select Union represented employees who will participate in certain aspects of the bargaining unit hiring process, such as the interviews, work demonstration, and physical abilities test.
- The Company reserves the right to determine the overall number of participants referenced in the bullet above.
- The Company will make all final hiring decisions for new hires.
- Up to one hour will be provided for a Union orientation, on Company time, for any new employees that the Union will represent.
- Employees attempting to transition from salary to hourly will require USW Chair and Company consensus in order for employees to return to the bargaining unit.

**Update new pay rates**

**Update any inconsistent language and charts and reorder contract as appropriate**

**Union Proposals**

- **Vacation First Day of Employment:**

*Amend ARTICLE VII - VACATIONS SECTION 1 – Length of Vacations*

Employees shall be entitled to vacations as follows:

New hire employees will receive pro-rated vacation effective the first day of employment in accordance with the Marathon Petroleum Vacation Plan guidelines in effect at the time of hire, or follow A – C below if more beneficial to the employee. Letter D & E below apply to employees after the completion of one continuous year of service.

- A. Each employee who, prior to December 17<sup>th</sup> of any year completes one year of continuous credited service, shall be entitled to two weeks' vacation with pay, which can be taken during the remainder of the calendar year.
- B. Upon completion of six months of service, a new employee will be allowed one week of vacation.
- C. Each employee who completes one year of continuous credited service on or subsequent to December 17<sup>th</sup> of any year shall be entitled to that part of the two weeks' vacation with pay which can be taken during the remainder of the calendar year.

- D. Thereafter, each employee who has completed one year or more of service shall be entitled to two weeks' vacation with pay during each calendar year, subject to a deduction proportionate to non-credited working time lost during the preceding calendar year.
- E. Employees will be eligible for a three weeks' vacation with pay in the calendar year in which they complete five years of credited service and annually thereafter until the year in which they complete ten years of credited service. Employees will be eligible for a four weeks' vacation with pay in the calendar year in which they complete ten years of credited service, and annually thereafter until they complete twenty years of credited service. Employees will be eligible for a five weeks' vacation with pay in the calendar year in which they complete twenty years of credited service and annually thereafter until they complete thirty years of credited service. Employees will be eligible for a six weeks' vacation with pay in the calendar year in which they complete thirty years of credited service and annually thereafter.

Vacations are subject to deduction proportionate to non-credited working time lost during the preceding calendar year.

- **Quarterly Variance Discussions:**

*Add #12 to ARTICLE XIV - HEALTH AND SAFETY on pg. 49:*

- 12. The Union and the Company shall meet quarterly, to discuss variances in Life Critical policies at the GBR facility.

- **Maintenance Lunch Time Scheduling:**

*Add to the Articles of Agreement: Article V, Hours of Work, Overtime and Other Premium Pay, SECTION 16 – Maintenance Lunch Time Scheduling on pg. 20 per our tentative agreement.*

Maintenance employees shall be paid for lunch anytime they are scheduled and work 12-hours or more on a shift Monday through Thursday for 4 X 10 workers and Monday through Friday for 5 X 8 workers.

For weekend lunch time scheduling for Maintenance overtime, the weekend for 4 X 10 workers includes Friday, Saturday, and Sunday. Saturday and Sunday is considered the weekend for 5 X 8 workers.

On weekend overtime employees will be offered time to eat their lunch on the job on Company time and this time will be included in their paid work hours (i.e., a work offer of 7:00 – 5:00 will be made for a total of 10 hours pay to the employee).

It is clearly understood by the parties that, if during this time, the services of the employee are needed, that employee must cease eating lunch and perform the desired tasks. In the event that this does occur, this will not extend that employee's work offer. Employees will not be allowed to leave the Refinery premises during paid work hours. All other work rules are applicable while on paid work hours (i.e., sleeping while on duty, absence from duty, etc.)

- **USW H&S Committee Member Conferences:**

*Replace ARTICLE XIV - HEALTH AND SAFETY #9 on pg. 49 with the following:*

- 9. The Company will, at its expense, provide training for the Union represented Health and Safety Committee members. Such training shall not exceed five days per trainee and shall take place

twice during a three year agreement. In addition, up to four Health & Safety Committee Members shall attend one (1) USW Annual Health & Safety Conference per year at the Company's expense.

It is understood that this training will be conducted by qualified individuals, institutions, or organizations recognized in the field

- **Step up Seniority:**

*Replace Article VI Seniority - Section 3- Determining Length of Credited Service, C. 1 & 2 Transfers and Promotions on pgs. 21 and 22 with the following per the tentative agreement:*

1. An employee with at least six (6) months service in a division, who is reclassified from that division to another shall continue to receive seniority credit in his/her former division not to exceed a cumulative total of six (6) months. Thereafter, the seniority standing of such employee in his/hers former division shall be limited to that which he/she had when he/she left that division, except that an employee who moves from one operating division to another in the staffing of a new unit under Section 4-B of this Article will have no seniority standing in the employee's former operating division unless he/she returns to such division within the six (6) month period.
2. Employees stepped up to replace supervision for vacation, excused absences, or are transferred to a position in the service of the Company outside the bargaining unit shall not continue to receive seniority credit in his/her former division beginning on the first day of the transfer or promotion.

- **Employee Recognition Program:**

*Include the Union employees in the Employee Recognition Program*

Galveston Bay represented employees will be eligible for the GBR Responsible Care Employee Recognition Program. The Company may cancel or modify the program at any time. Without limiting in any manner the rights or privileges of the Company to modify or discontinue the GBR Responsible Care Employee Recognition Program, the Company agrees to give the Union at least thirty (30) days written notice prior to discontinuance of the program.

It is agreed that no dispute, grievance or question arising in connection with the GBR Responsible Care Employee Recognition Program shall be subject to the grievance and arbitration procedure of the Collective Bargaining Agreement.

- **Funeral Allowance:**

*Replace ARTICLE XVII, SECTION 4 – Funeral Allowance on Pg. 55 with the following:*

An employee having more than six (6) months of credited service with the Company shall be given the necessary time off not to exceed three scheduled working days, with pay for the normal hours of work lost to attend; make preparation for; travel to or from the funeral; and/or conduct funeral related business of a member of the employee's immediate family. The three days referred to herein will be consecutive days, one day being the day of the funeral. Proof of the death is to be submitted as may be required.

If an employee is required to travel more than 250 miles (one way) to attend a covered funeral, the employee will be allowed time off for one additional work day lost at the employee's straight time rate. The additional day must be used consecutively with the three scheduled days above, with one day being the day of the funeral.

By immediate family is meant spouse/domestic partner, children, father, mother, stepfather, stepmother, brother, sister, mother-in-law, father-in-law, spouse of one's brother or sister, brother or sister of one's spouse, grandparents of one's spouse, grandchildren and grandparents of employee.

Management submits that, if situations arise that require additional time to be taken by bargaining unit employees relative to travel related issues, as is customary, these issues should be presented to the employee's supervisor.

- **4-10 HOLIDAY SCHEDULE**

Replace 4-10 Holiday Schedule, Memorandum of Agreement, February 2009 on pgs. 250-252.

Maintenance employees will remain on a 4-10 schedule during weeks in which a recognized Holiday occurs. The 4-10 Holiday week schedule will be accomplished as follows:

- Holiday weeks that have contractually recognized Holidays present on Friday, will now have the recognized Holiday moved to Thursday.
- During the Christmas and New Year Holiday weeks, the recognized days for the Holiday will be Wednesday and Thursday when applicable. If these Holidays fall on other days, they will be adjusted accordingly, as per the Contract.
- There will be no adjustment for recognized Monday Holidays or for multiple day Holidays that begin on a Monday.
- Holidays shall be compensated at 10 hours.
- Employees assigned to a hardship schedule (Five (5) Eight (8) hour shifts) will remain on that schedule during the recognized Holiday weeks.

Rules governing Shift differential on the Holidays weeks for the affected employees, will remain unchanged.

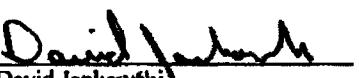
Employees assigned to an eight (8) hour schedule will follow the current 5 x 8 Holiday schedule.

**Return to Work**

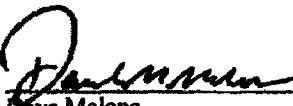
The parties will mutually agree to a return to work settlement.

Agreed to and accepted this 8 day of June, 2015.

United Steel, Paper and Forestry,  
Rubber, Manufacturing, Energy,  
Allied Industrial and Service Workers  
International Union

  
David Jankowski  
Chairman, Local 13-1 Galveston Bay Refinery

Marathon Petroleum Company LP  
Blanchard Refining Company, LLC  
Galveston Bay Refinery

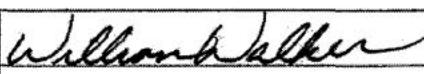
  
Dave Malone  
Human Resources Manager

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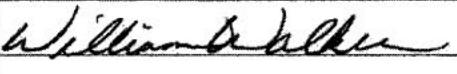
Sonny Sanders,  
USW District 13-1 Sub-District Director

# EXHIBIT C

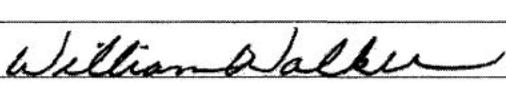
**United Steelworkers Local 13-1**  
**Marathon/GBR**  
**Grievance Report**

Grievance No.	16-1		Date	1/5/2016		Unit	Coker
Griever (if other than Grievant)		Classification: Operations					
Grievant	William Walker			Supervisor	(b) (6), (b) (7)(C)		
Steward	(b) (6), (b) (7)(C)			Superintendent	(b) (6), (b) (7)(C)		
Witnesses	Unit Operations						
<b>Nature of Grievance</b>							
<p>Subject: Training Plan</p> <p>On October 30th I was given a poor Chief Operator evaluation and switched to day shift in order to train on November 23rd. Since this time I have not been assigned a training plan nor offered individual coaching in order to be successful in future evaluation per the Collective Bargaining Agreement.</p> <p>(b) (6), (b) (7)(C) threatened my job if I did not release my Chief Operator position voluntarily; (b) (6) further told me (b) (6) would make sure I was unsuccessful in the next evaluation.</p>							
<p style="margin: 0;">+</p> <p><b>Remedy</b></p> <p>Remedy: Cease and desist this threatening activity at once, provide William Walker with a training plan consistent with the materials he will be evaluated against.</p>							
Signatures							

**United Steelworkers Local 13-1**  
**Marathon/GBR**  
**Grievance Report**

Grievance No.	16-15	Date	1/13/2016	Unit	Coker
Griever (if other than Grievant)		Classification: Operations			
Grievant	William Walker		Supervisor	(b) (6), (b) (7)(C)	
Steward	(b) (6), (b) (7)(C)		Superintendent	(b) (6), (b) (7)(C)	
Witnesses	Others:				
<b>Nature of Grievance</b>					
Subject: Chief Duties					
On 1/13/16 the company removed Chief William Walker from his role on the Coker unit.					
The company violated the CWA by not following proper procedures.					
<b>Remedy</b>					
The union demands that William be moved back into his contractual role and be made whole in every way and that the company cease and desist this type of action immediately					
Signatures					

**United Steelworkers Local 13-1**  
**Marathon/GBR**  
**Grievance Report**

Grievance No.	16-16	Date	1/13/2016	Unit	Coker
Griever (if other than Grievant)		Classification:Operations			
Grievant	William Walker			Supervisor	(b) (6), (b) (7)(C)
Steward	(b) (6), (b) (7)(C)			Superintendent	(b) (6), (b) (7)(C)
Witnesses	Others:				
Nature of Grievance					
Subject: Chief Duties					
On 1/13/16 the company disqualified Chief William Walker from all jobs on the Coker unit. The company violated the CWA by not following proper procedures for a gap assessment and incorrectly used job qualification tests to assess training needs.					
Remedy					
The union demands that William be re-qualified and be made whole in every way and that the company cease and desist this type of action immediately.					
Signatures					

**United Steelworkers Local 13-1**  
**Marathon/GBR**  
**Grievance Report**

Grievance No.	16-127	Date	February 23, 2016	Unit	Cokers	
Griever (if other than Grievant)					Classification:	
Grievant	William Walker			Supervisor	(b) (6), (b) (7)(C)	
Steward	(b) (6), (b) (7)(C)			Superintendent	(b) (6), (b) (7)(C)	
Witnesses						
Nature of Grievance						
Subject: Pay						
While in the process of working thru my grievances my pay was decreased. I was at a Chief Operator rate of pay, now I'm at a 5th year Operator pay.						
Our contract states the lowest pay grade is PT rate of pay.						
Remedy						
I demand that the company make me whole in every way, and restore my rate of pay to Chief Operator. I also demand that the company cease and desist this type of activity now and in the future.						
Signatures	(b) (6), (b) (7)(C)		2/26/2016			

**From:** [Laird, Andrew J.](#)  
**To:** [Duggan, Laurie Monahan](#)  
**Cc:** [Wilson, Jonathan C.](#)  
**Subject:** Supplemental request for evidence (Marathon GBR), 16-CA-174370 - Supplemental Position Statement & Evidence Attached  
**Date:** Monday, July 25, 2016 2:14:44 PM  
**Attachments:** [Image001.jpg](#)  
[MPC - 2016.07.25 First Supp. Position Statement re 16-CA-174370 \(PDF\) \(141734202\\_1\).PDF](#)  
[Exhibits to Position Statement re 16-CA-174370 \(141730224\\_1\).PDF](#)

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Laurie,

Please find attached the Company's First Supplemental Statement of Position re Case No. 16-CA-174370. A hardcopy is also en route to your office via Certified Mail.

Let me know if you need anything else.

Thanks,

**Andrew Laird**, Associate  
214.880.8180 direct 214.889.6100 fax [ALaird@littler.com](mailto:ALaird@littler.com)  
2001 Ross Avenue, Suite 1500, Lock Box 116 | Dallas, TX 75201-2931



| [littler.com](http://littler.com)

**Employment & Labor Law Solutions Worldwide**

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Jonathan C. Wilson  
214.880.8174 direct  
214.880.8100 main  
214.594.5631 fax  
jcwilson@littler.com

July 25, 2016

**VIA EMAIL (LAURIE.DUGGAN@NLRB.GOV)**  
**& CERTIFIED MAIL**

Laurie M. Duggan  
National Labor Relations Board  
Region 16  
1919 Smith Street, Suite 1545  
Houston, TX 77002

Re: 16-CA-174370  
Employer: Blanchard Refining Company LLC  
Charging Party: William Walker  
*First Supplemental Position Statement*

Dear Ms. Duggan:

This letter is Blanchard Refining Company LLC's<sup>1</sup> (the "Company") First Supplemental Position Statement with respect to the above-referenced unfair labor practice charge ("Charge"), as amplified in your July 19, 2016 letter ("Charge Letter").

This First Supplemental Position Statement is provided to the Region solely for purposes of its investigation of the Charge. It is the Company's position that the Charge lacks merit and should be dismissed, if not deferred to the parties' Grievance and Arbitration procedure.<sup>2</sup>

The information and analysis contained in this First Supplemental Position Statement are based on the limited information you have provided and the Company's current understanding of the items contained in the Charge. Accordingly, the Company may possess information that is not mentioned in this letter because it does not appear relevant to the allegations at this time, or it may later discover information that it is not currently aware of concerning the Charge. Thus, it

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<sup>1</sup> Blanchard Refining Company LLC is a wholly-owned subsidiary of Marathon Petroleum Company LP.

<sup>2</sup> The Company hereby incorporates, as if set forth fully herein, its May 31, 2016 Initial Position Statement requesting that the Charge be deferred to the grievance and arbitration procedure of the Parties' CBA.

cannot be represented that this letter contains every fact and all information known or available to the Company that has a bearing on or that might be responsive to the Charge.

This First Supplemental Position Statement has been drafted by counsel for the Company and, to the extent provided for by law, the Company retains the right to modify, amend, supplement, or revoke any and all statements contained herein. Additionally, the Company, by submitting this statement, is not limiting its defenses or responses to those stated herein.

This First Supplemental Position Statement is for the purpose of advising the Board of the position of the Company with respect to the Charge only and is not to be transmitted, in whole or in part, to the Union or any other third party. This First Supplemental Position Statement contains information that is *non-public, proprietary, and confidential*; therefore, this First Supplemental Position Statement (and its exhibits) are solely for internal Board use and review in connection with the Board's investigation of the Charge. Finally, the Company requests that you promptly notify it or undersigned counsel in the event of a subpoena or FOIA request for this letter or other information in the possession of the Region about the Company.

## I. FACTUAL BACKGROUND

Located on Galveston Bay near the entrance to the Houston Ship Channel, the Company processes crude oil into gasoline, diesel, kerosene, and other petrochemical products. Ex. A (Galveston Bay Refinery Fact Sheet). With a refining capacity of 459,000 barrels per calendar day, it is one of the largest refineries in the United States. *Id.* The Company has been certified to the American Chemistry Council's Responsible Care ISO 14001/RC14001 Standard and is committed to excellence in health, environmental, safety, and security performance. *Id.*

Charging Party William Walker ("Mr. Walker") began his employment with the Company on February 1, 2013 as a process technician in the Operations Department. Mr. Walker is a member of the United Steelworkers ("USW") Local 13-1 and, as such, his employment is governed by a collective bargaining agreement ("CBA") dated February 1, 2015 – January 31, 2019.<sup>3</sup>

Area 1 of the Operations Department is comprised of approximately 100 employees managed by (b) (6), (b) (7)(C) [REDACTED]. On April 8, 2013, and based on his bargaining unit seniority, Mr. Walker was promoted to a chief operator in the Area 1 Coker Unit.<sup>4</sup> Mr. Walker worked on D Shift, a 12-hour rotating shift, and reported directly to (b) (6), (b) (7)(C) [REDACTED] (b) (6), (b) (7)(C). As a chief operator, Mr. Walker was responsible for helping to oversee day-to-

<sup>3</sup> On February 1, 2015, the USW initiated a national strike that included the bargaining unit at the Company. Following a 143-day work stoppage, Mr. Walker returned to work on July 9, 2015.

<sup>4</sup> A coker or coker unit is an oil refinery processing unit that thermally converts and upgrades heavy residue into lighter products and petroleum coke.

day operations of the field operators including monitoring and adjustment of refining process units. This also included performing routine checks on field operator's assigned areas to monitor pressure, flow and temperature levels, and to make adjustments as necessary. Chief operators must meet the critical demands of the field operators, which includes both outside field work and inside console work. Ex. B (Functional Job Analysis: Chief Operator).

The current CBA contains a newly-negotiated Chief Operator Memorandum of Agreement ("MOA"), Ex. C, which governs training, qualification, and disqualification of chief operators. Specifically, the MOA requires that a chief operator be qualified on all of the control panel boards and outside jobs in his/her area of responsibility. Yearly evaluations are performed by the shift foreman, and any chief operator who receives a "Progress Marginal" or "Unsatisfactory" rating will be placed in a developmental plan. During the plan, a second evaluation of the chief may be accelerated based on performance. If that second evaluation results in a "Progress Marginal" or "Unsatisfactory" rating in any evaluation criteria, the chief operator will be disqualified. Ex. C (Chief Operator MOA).

## **II. THE CHARGE SHOULD BE DISMISSED**

As the Company understands the Charge allegations, Mr. Walker contends that the Company retaliated against him for engaging in protected activity by taking the following actions: (1) the Company gave Mr. Walker an "Unsatisfactory" evaluation; (2) the Company demoted Mr. Walker from his Chief Operator position; and (3) the Company reduced Mr. Walker's pay.

As a threshold matter, both Mr. Walker's Charge and your Charge Letter characterize Mr. Walker's allegations as "retaliation for engaging in protected activity" and yet nowhere in Mr. Walker's Charge does he identify section 8(a)(4) as grounds for redress. Rather, Mr. Walker merely identifies sections 8(a)(1) and 8(a)(3). For this reason alone, Mr. Walker's Charge should be dismissed.

Mr. Walker's allegations are without merit. All three of the Company's actions identified above were undertaken for legitimate, non-retaliatory reasons. In fact, the "retaliation" Mr. Walker is alleging is impossible given the timing of events. As described more fully below, Mr. Walker received his first "Unsatisfactory" evaluation *long before he ever filed a grievance or charge*. And, per the MOA, Mr. Walker's initial "Unsatisfactory" evaluation prompted his second evaluation and ultimately set the stage for his demotion and reduction in pay.

### **A. Mr. Walker's First "Unsatisfactory" Evaluation Was Not Retaliatory**

On August 17 and 19, 2015, two operators working the Coker control boards failed to respond to high temperature alarms on the furnaces. Mr. Walker was the chief operator on shift at the time of these incidents. Investigation into the incidents revealed that Mr. Walker failed to

ensure that the control board operators were closely watching the temperatures and were ready to take action. He also failed to coordinate the actions of outside operators with the actions of inside control board operators to prevent the furnaces from heating up too quickly. Ex. D (Investigation-Deliberation Document). Due to the severity of these incidents, on (b) (6), (b) (7)(C) 2015, the control board operators received Written Warnings and Mr. Walker received an Oral Reminder. Ex. E (Mr. Walker Positive Discipline Form).

Not long after this incident, Mr. Walker was evaluated under the new Chief Operator MOA. Ex. C (Chief Operator MOA). Specifically, Mr. Walker was evaluated on (b) (6), (b) (7)(C) 2015 by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). Mr. Walker received “Unsatisfactory” ratings for all six of the evaluation criteria, as well as an overall rating of “Unsatisfactory.” Mr. Walker was found to have numerous deficiencies, including failure to keep the unit under safe operating limits, lack of unit knowledge, failure to provide guidance and instruction, and failure to engage with his team. Also noted was the lack of respect that Mr. Walker’s crew members had for him and his poor attendance record, which caused Mr. Walker to lack necessary knowledge of the day-to-day issues. Ex. F (Mr. Walker’s Chief Operator Evaluation Form); Ex. G (Mr. Walker’s Attendance Record).

Importantly, Mr. Walker’s “Unsatisfactory” rating (issued on October 30, 2015) predated **both** Mr. Walker’s first grievance (dated January 1, 2016) and his ULP Charge (dated April 15, 2016). Therefore, Mr. Walker’s evaluation could not have been in retaliation for filing a grievance or charge.

Moreover, while Mr. Walker is, to date, the only chief to twice score “Unsatisfactory” in all six (6) evaluation criteria, he is not the only chief to have received an overall “Unsatisfactory” evaluation. (b) (6), (b) (7)(C) received an “Unsatisfactory” on (b) (6), (b) (7)(C) 2016 and was placed in a developmental plan on (b) (6), (b) (7)(C) 2016. Ex. H (b) (6), (b) (7)(C) Evaluation Form [confidential/proprietary information redacted]). This evidence contradicts any allegations that Mr. Walker was somehow singled out or treated differently.

#### **B. Mr. Walker’s Second “Unsatisfactory” Evaluation and Subsequent Demotion Were Not Retaliatory**

As a result of his “Unsatisfactory” rating, on November 23, 2015, and in accordance with the MOA, Mr. Walker was fully relieved of his chief operator duties to focus on a development plan that would assist in correcting his deficiencies. Because Mr. Walker had not previously been evaluated as a chief operator<sup>5</sup> and based on significant concerns regarding his process unit

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<sup>5</sup> Prior to the MOA, evaluations were not performed on a regular basis. Moreover, Mr. Walker was on medical leave from July 6, 2013 through August 28, 2013 and from November 5, 2013 through May 11, 2014, and on strike from February 1, 2015 through July 8, 2015, all of which impacted his availability for evaluation.

knowledge, he was moved to the day shift (and relieved of his normal duties and permitted to devote eight hours a day to study) so that he could review and prepare for unit qualification tests.<sup>6</sup> This preparation included his review of job learning modules for the positions of Console Operator 1, Console Operator 2, RDU Field Operator, Coker B Field Operator, and Coker C Field Operator.<sup>7</sup> Notably, Mr. Walker continued to receive the chief operator rate of pay of \$46.77 per hour during the 30-day period that he was given to review the training material.

In mid-December 2015, as part of the development plan, Mr. Walker took the written unit qualification and drawing tests. He passed seven out of eight of the drawing exams but failed all five (5) written tests for the Coker units.<sup>8</sup> This fact alone disqualified him from the chief position under the terms of the MOA.<sup>9</sup> Nevertheless, in an effort to give Mr. Walker every chance to succeed, a follow-up evaluation (also permitted by the MOA) was conducted in early January 2016; unfortunately, Mr. Walker's performance in all six evaluation criteria and overall remained "Unsatisfactory."<sup>10</sup> Ex. F (Mr. Walker's Chief Operator Evaluation Form). It is that legitimate, business reason—not a retaliatory motive—that resulted in Mr. Walker's disqualification from chief operator on January 13, 2016 under the terms of the MOA.<sup>11</sup> Ex. I (Chief Operator Disqualification Meeting Notes).

### **C. Mr. Walker's Pay Reduction Was Not Retaliatory**

After being disqualified for the chief operator position, Mr. Walker would have reverted to the "Process Technician Rate of Pay" but for the fact that he failed the unit qualification tests, and therefore was not qualified for either an outside operator job or an inside control board job. Ex. C (Chief Operator MOA). Thus, effective February 8, 2016, Mr. Walker was placed at the "Five Year Operator Rate" of \$38.98 per hour. Ex. I (Chief Operator Disqualification Meeting Notes); Ex. G (Mr. Walker's Attendance Record).

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<sup>6</sup> This entry-level operator training was used as a guideline for the job learning modules assigned to Mr. Walker.

<sup>7</sup> The job learning modules have not been appended as they contain highly sensitive, commercially competitive, and otherwise proprietary information as well as information about the Company's refining operation that may constitute intellectual property and trade secrets. In addition, each is hundreds of pages in length, some in excess of 600.

<sup>8</sup> A score of 85% or higher is required to pass all knowledge tests, drawings and technical interview with remediation to 100%. Ex. J (Site Practice Testing Requirements).

<sup>9</sup> Per the MOA, to perform the roles and responsibilities of the chief operator on a unit, an operator must be qualified on all of the control board and outside jobs in his/her area of responsibility.

<sup>10</sup> Pursuant to the MOA, a subsequent evaluation may be accelerated for a chief that has received an "Unsatisfactory" rating. Ex. C (Chief Operator MOA).

<sup>11</sup> Per the MOA, a chief on a developmental plan who receives an "Unsatisfactory" rating in any evaluation category will be disqualified from the chief operator position. Ex. C (Chief Operator MOA).

In sum, the evidence demonstrates that the Company abided by its contractual obligations and exercised its rights under the negotiated Chief Operator MOA. Despite the Company's efforts to refresh Mr. Walker's fundamental competencies and skills, the MOA process consistently highlighted Mr. Walker's deficits as a chief operator. The Company formulated a development plan for Mr. Walker, during which he was completely relieved of his normal duties and permitted to devote eight hours a day to the job learning modules—all while continuing to receive the chief operator rate of pay. During that time, Mr. Walker had the opportunity to review and refresh his unit qualification knowledge and to then demonstrate his mastery of the most basic unit and process principles on the unit qualification tests. Ultimately, the fact (1) that Mr. Walker could not pass even one of the written entry level qualification tests after 30 days of dedicated study; and (2) that Mr. Walker's performance remained "unsatisfactory" in all criteria on the second evaluation speaks for itself in establishing the legitimate, non-retaliatory basis for the Company's actions. Further, it confirms the validity of Mr. Walker's first "unsatisfactory" evaluation (which occurred well before he ever filed a grievance or ULP charge). Mr. Walker cannot point to any evidence that his evaluation, demotion, or pay reduction were related to (or a result of) discrimination or retaliation of any kind. For all of these reasons, Mr. Walker's allegations must be rejected.

### III. CONCLUSION

In conclusion, that Company denies that it has committed any violation of the Act. Mr. Walker's evaluation, demotion, and decrease in pay were legitimate, non-discriminatory, and non-retaliatory. For the reasons set forth above, the Charge has no merit and, absent deferral, should be dismissed.

Sincerely,



Jonathan C. Wilson

Enclosures (Exhibits A-J)

JCW (b) (6), (b) [redacted]

cc: (b) (6), (b) (7)(C)  
Andrew J. Laird

# EXHIBIT A



## Galveston Bay Refinery: Texas City, Texas

**Site:** Located on Galveston Bay, off the entrance to the Houston Ship Channel

**History:** The refinery began operation in 1934 as a Pan American Oil refinery and was later purchased by Amoco. In 1998, refinery ownership changed as Amoco Oil merged with BP. Since 2005, the refinery has undergone significant renovation and upgrade to units and site infrastructure. MPC purchased the refinery from BP in 2013. It is one of the largest refineries in the U.S.

**Refining Capacity:** 459,000 barrels per calendar day

**Crude Oil Supply:** A wide variety of both sweet and sour crude oils

**Operations:** Crude distillation, hydrocracking, catalytic cracking, hydrotreating, reforming, alkylation, aromatics extraction, sulfur recovery and coking

**Products:** Gasoline, distillates, aromatics, heavy fuel oil, fuel-grade coke, refinery-grade propylene, sulfur and dry gas

**Product Distribution:** Pipeline, barge, transport truck and ocean tanker

**Cogeneration Facility:** Currently has 1,055 megawatts of electrical production capacity and can produce 4.3 million pounds of steam per hour while supplying the Galveston Bay refinery. Approximately 46 percent of the power generated in 2015 was used at the refinery, with the remaining electricity being sold into the electricity grid.

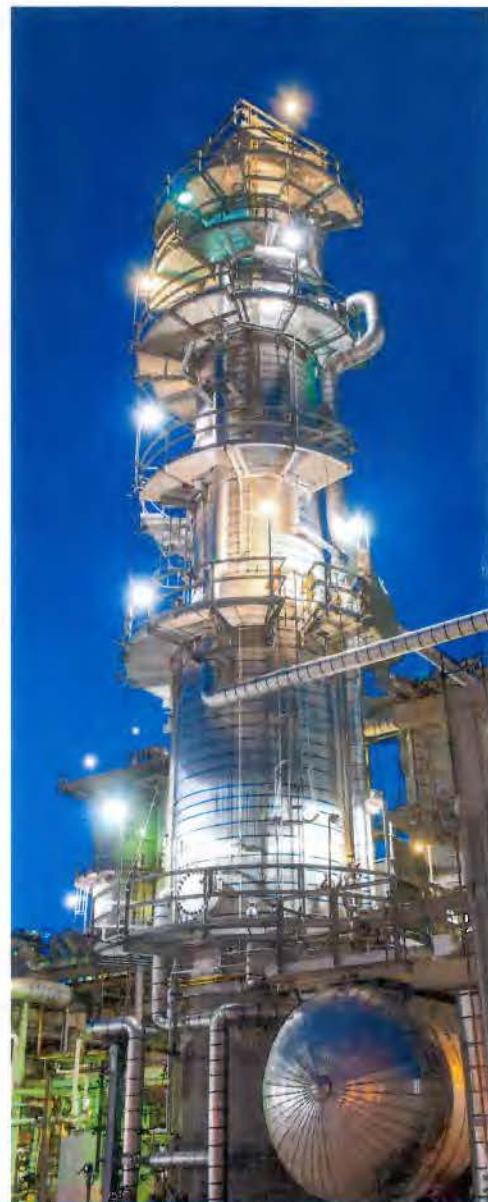
**Employment:** Approximately 1,875 employees

### Safety & Environmental Stewardship:

- MPC was the first U.S. refining company to adopt the American Chemistry Council's Responsible Care® principles across all of its organizations to address continual improvement in health, environmental, safety and security performance.
- MPC is an Environmental Protection Agency (EPA) ENERGY STAR Partner company, demonstrating commitment to energy efficiency.
- At Galveston Bay:**
  - 2010-present: Certified to the ACC's Responsible Care ISO14001/RC14001 Standard, with commitment to continuous improvement in health, environmental, safety and security performance
  - 2010-2014: Houston Business Roundtable (HBR) Safety Excellence Award for Outstanding Performance in Promoting and Improving Contractor Safety
  - 2013 American Fuel and Petrochemical Manufacturers Safety Meritorious Award
  - 2013-present: Site safety enhancements and improved emergency response capabilities

### Community Involvement:

- Texas City-La Marque Community Advisory Council
- United Way Galveston County Mainland annual employee campaign and charitable golf tournament
- Scholarships for College of the Mainland
- Education foundations of Clear Creek, Dickinson, Galveston, Santa Fe and Texas City school districts
- Texas City High School STEM lab
- Communities in School
- Ronald McDonald House-Galveston
- Junior Achievement
- Big Brothers and Big Sisters
- Senior Share
- Galveston County Fair & Rodeo
- Bay Area Habitat for Humanity



# EXHIBIT B

**Marathon Petroleum Company**  
**Galveston Bay, TX Refinery**

**Humility of Mary Health Partners**  
**420 Caroline Street**  
**Youngstown, Ohio 44501**  
**(330) 480-3031**

## **Functional Job Analysis – Chief Operator - GBR**

**Job Title:** Chief Operator

**Date of analysis:** May 15, 2011

**Date of revalidation:** September 5, 2013

**Physical Demand:** Light (U.S. Dept. of Labor D.O.T.)

NOTE: Medium if occupy Field Operator position.

**Job Objective:**

The Chief Operator will conduct/oversee the day-to-day operations of the Field Operators. Chief Operators will proactively and reactively monitor and adjust refining units within desired specifications/standards. Chief Operators will perform routine checks on all Field Operator assigned areas to monitor pressure, flow and temperature levels and make adjustments as necessary. Additional responsibilities may include: working as a Console Operator, training and education and/or function as a Field Operator. This requires that a Chief Operator must be able to meet the critical demands of the Field Operator. Chief Operators must have good interpersonal and communication skills to direct/ interface with Field Operators, customers and others. Chief Operators must have a good working knowledge of all procedural department orders, procedures and reports/manuals. Chief Operators will work independently and direct all Field Operators within assigned areas.

\* Must be able to meet critical demands of Field Operator.

**Method of Analysis:**

- Interview and job shadowing.
- Observation of essential functions/critical demands of Chief Operator.

**Hours Worked:**

Work schedules are scheduled for 12-hour shifts. A typical month would consist of 4 12-hour day shifts; then 7 days off. Another 4 12-hour night shift is required, followed by 3 days off. A 3 12-hour day shift is then required, followed by 1 day off. Three 12-hour night shifts are required, followed by 3 days off.

**Overall working conditions/environment for:** *Chief Operator*

- Possible exposure to products and vapors associated with petroleum facility: Hydrogen, Benzene, Hydrogen Sulfide, HF Acids, and Sulfur.
- Exposure to uneven surfaces including: gravel, dirt/mud, ladder and wet/icy surfaces.
- Exposure to extreme high/low temperatures over extended periods of time.
- Exposure to high places/altitudes, which may be slippery.
- Exposure to high-level noises.
- Possible exposure to fires or dangerous conditions.

**Equipment/clothing used to perform job:** The following is a list of PPE for Chief Operator:

- Hard Hat
- Steel toed boots
- Gloves
- Earplugs
- Safety glasses
- Coveralls
- H2S portable monitor

- Hand tools
- Portable gas analyzers
- Walkie talkie
- Must also operate fire extinguisher, O2 tanks, portable gas analyzers, safety harness, "B" suits/HF-acid PPE, and SCBA (fresh air) packs.

**Essential Job Functions for: Chief Operator**

1. **Perform routine daily rounds on all Field Operator locations.**
  - Walking to all locations up to 1 hour to visually inspect Field Operator work areas. Areas may be slippery, icy, and muddy with uneven surfaces. Walking may be continuous or broken up into blocks to inspect areas. Visual inspections performed many times/day and require frequent standing and walking.
  - Standing static/dynamically to visually inspect areas/equipment.
  - Stooping under various structures to inspect areas.
  - Stepping over various structures/pipes to inspect areas.
  - Ascend/descend ladders to inspect and adjust valves. May be required to climb up to 9 deck levels and or up to 80-100' ladder to inspect areas.
  - Gripping to manually open/close valves as necessary for safe operating conditions. Valve locations from ground to above head levels and may require working from ladder. Opening/closing valves require forces from < 20# small to 65# large valves.
2. **Perform/function as Console Operator.**
  - Walking to location up to  $\frac{1}{4}$  mile.
  - Sitting to monitor and operate console board.
  - Standing to monitor and operate console board.
  - Fine motor coordination to work/control board and make adjustments.
3. **Perform training and education.** Train and educate new and existing employees.
4. **If performing role of Field Operator, must perform the following essential job functions which require constant standing and walking. NOTE: Chief Operator frequently performs the role of a Field Operator (work console) 20% of the time due to vacancies in staffing.**
  - Perform scheduled operator rounds and conduct safety environment/gas analysis with MX6 gas analyzer prior to work permit clearances.
  - Perform routine/daily Field operator rounds to inspect knock out drum pressure, flow and temperature levels.
  - Perform scheduled/routine water release/drain from all knock out drums @ 1x/hr.
  - Perform Cooling Exchange back-flushing @ 1x/wk. (CCS Operator).
  - Maintain hydrogen compressor operations/valve.
  - Maintain NAPHTHA Pre-treats heaters/pilot light ignition (rarely).
  - Maintain/change various sized filters.
  - Assisting with maintenance preparation.
  - Assisting with sulfur loading.

**Significant Work Site Measurements: Chief Operator**

This section is the measurements taken during the work site investigation. The following tasks and demands were identified during job shadowing and through employee interviews. Some activities could not be measured due to safety concerns or lack of need to perform activity.

- Ladder climbing up to 100' caged ladder.
- Stair climbing up to 9 decks @ 14 steps.
- Walking various surfaces and conditions.
- Don/doff HF-acid PPE.
- Working overhead bilateral upper extremities.

- Stooping/crawling to reach designated areas up to 30'.
- Kneeling/crouching to reach valves, light pilot lights.
- Handling small tools such as wrenches, screwdrivers for valves.
- Bilateral hand gripping - variable forces frequently.

**Critical Physical Demands of the Job: Chief Operator**

The following information describes the physical activities that are routinely performed during the normal work shift by the *Chief Operator*. This information was gathered from interviews and from physical/visual inspection of actual job. In addition, qualitative/quantitative data from the *Chief Operator* was obtained regarding rare and unusual critical job demands/essential functions.

**Standing & Walking** (Frequently) for sustained periods of time on various surfaces: concrete, mud, ice, gravel, ladders and wet surfaces.

**Sitting** (Rarely) for brief periods of time.

**Reaching** (Frequently) with bilateral upper extremities in all planes from floor to above head levels.

**Gripping** (Frequently) unilateral or bilaterally for hand tool manipulation/use, valve open/close etc.

**Stooping** (Occasionally) to walk under pipes, decks and tanks to locate and manipulate valves.

**Crawling** (Rarely) to walk under pipes and under decks (NAPTHA)

**Ladder climbing** (Occasionally) to visualize site glasses, open/close valves up to 100'+ caged or harnessed.

**Talking, Hearing, Vision and Smelling:** (Constantly) to maintain communication, safety awareness and work direction comprehension

**Computer/Console Operator** (Rarely) to view monitors.

**Stair Climbing** (Occasionally) to visualize and inspect

Critical Demands	Rarely	Occasionally	Frequently	Constantly
<b>Standing (Constantly as Field Operator/FO)</b>			X	
<b>Walking (Constantly as FO)</b>			X	
<b>Sitting</b>	X			
<b>Reaching</b>			X	
<b>Gripping</b>			X	
<b>Stooping</b>		X		
<b>Crawling (Occasionally as FO)</b>	X			
<b>Ladder Climbing/Stair Climbing</b>		X		
<b>Talking, Hearing, Vision and Smelling</b>				X
<b>Computer/Console Operator</b>	X			
<b>Stair Climbing</b>		X		
<b>Lifting/Carrying &lt;=20# (Occasionally as FO)</b>	X			

\* Chief Operators must be able to meet all critical demands of Field Operators.

**Key**

Rarely: 1-5% of work shift

Occasionally: 6-33% of work shift

Frequently: 34-66% of work shift

Constantly: 67-100% of work shift

**Ergonomic Clinic information:**

(b) (6), (b) (7)(C)

Humility of Mary Health Partners

# EXHIBIT C

9. Absences due to disciplinary action
10. Union leave
11. Natural Disasters
12. Dependent Care Days with proper documentation

### **PROPOSAL 32: Chief MOA**

*Eliminate MOA Work Consolidation of BP Product North America, Inc., Texas City Laboratories, Pgs. 221-230*

*The following language below replaces the Chief MOA on Pgs. 254-268 in its entirety and includes language pertinent to the Lab LCC/RCC.*

*Article XI Section 2 on pg. 20 will be amended to include Process Area Seniority as follows:*

Four (4) types of seniority shall be recognized: Plant seniority; Seniority in the various Divisions established by the Company; seniority in the Operating Department; and seniority in the Process Area. Operating Department seniority, however, shall be recognized only in connection with the original staffing of new units as hereinafter provided. In each case seniority standing shall be based upon length of credited service.

#### **CHIEF OPERATOR MEMORANDUM OF AGREEMENT**

April 2015

##### **A. General**

Both the Chief Operator and crew take direction from the Shift Foreman. The Chief Operator assists the Shift Foreman with directing and overseeing personnel and operations to ensure safe, environmentally sound, efficient, and reliable operations. Under direction of the Shift Foreman, the Chief Operator will be a Safety Officer for their area of responsibility. The language in this section also applies to the Lab Crew Coordinator and Relief Crew Coordinator.

The Chief reports to the Shift Foreman in each Process Area.

##### **B. Qualification, Selection and Vacancies**

1. To perform the roles and responsibilities of the Chief Operator on a unit, an Operator must be qualified on all of the board and outside jobs in his/her area of responsibility.
2. To fill permanent vacancies, Chief Operators will be selected from the Bid Process Technicians in the Process Area by Process Area seniority.
3. The Bid Process Technician on each shift will be selected by Process Area seniority.
4. Temporary vacancies will be filled in accordance with Article VI Section 8 of the Articles of Agreement.

##### **C. Performance Management**

1. A Chief Evaluation form developed by the Company will be used for Chief evaluations. The assessment will be applied to new Chief Operators at the following frequency:

First Year	Once every 6 months
Incumbent	Once every year

2. A deficiency in any competency will be reviewed by the Shift Foreman and Day Foreman and a plan will be developed to correct the deficiency

3. A Chief with an overall rating of either "Progress Marginal" or "Unsatisfactory" will be reviewed by the Shift Foreman, Day Foreman, HR and a plan will be developed to correct the deficiencies. After a "Progress Marginal" or "Unsatisfactory" rating, the subsequent evaluation may be accelerated based on performance. The Union Chairman will be notified when a Chief receives a "Progress Marginal" or "Unsatisfactory" rating and the Hourly Refinery Training Coordinator will be allowed to perform an intervention with the Chief.
4. Once in the developmental plan stage of the evaluation process, a Chief who is rated either "Progress Marginal" or "Unsatisfactory" in any evaluation category will be disqualified from the Chief Operator position.
  - a) A Chief may be disqualified immediately from the Chief position for negligence or inappropriate conduct.
5. The disqualified Chief Operator will revert back to PT Rate of Pay, as long as they are fully qualified on both outside and board jobs. If they are not qualified on both outside and board jobs in the Process Area, they will revert back to the five (5) year operator rate.
6. The disqualification period will last four (4) years.
7. During the disqualification period, a disqualified Chief will not be eligible to fill Chief vacancies.

D. One Chief Operator per shift (A, B, C, and D) will be assigned per Process Area. The Process Areas are defined in the Operator Work Assignments.

E. Compensation

1. Compensation for a Chief Operator and Lab Crew Coordinator will be 20% above the Top Operator rate of pay.

F. Chief Training

1. Leadership development and skill building training will be provided to the Chiefs and Lab Crew Coordinator by the Company.

G. Lab Crew Coordinator/Relief Crew Coordinator for Laboratory

Lab Crew Coordinator (LCC) reports to the Lab Foreman during normal office hours and oversees personnel and the functions of the lab outside normal office hours.

It is required of these employees to obtain the required certifications for this function.

Duties assigned to the LCC are listed below. These duties are not all inclusive and additional duties may be determined by Management:

1. Perform technician job duties in the area of assignment 80-85% of the time
2. Administration functions 15-20% of the time
3. These relative %'s may vary depending on the needs of the laboratory or as determined by the company.
4. LCC are required to be certified in all rotating shift testing areas of the lab and barcode

Employees in the LCC role will continue the practice of performing shift work to maintain proficiency in each area of the Lab. Minimally, the LCC will spend 2 days every six (6) months in each rotating shift

testing area. The idea is that the LCC's will have to perform the tasks of each area to maintain proficiency.

The LCC's will not be able to "pick and choose" the tasks of the job. They must satisfactorily complete the assigned tasks. Failure to do so may result in removal from the position.

#### H. LCC Overtime Vacancies

LCC vacancies will be filled in accordance with the Vacancy Filling Guidelines as stated for Chief Operators with the exception of being RCCs as opposed to the Bid Process Technicians for the normal solicitation pool.

#### I. Relief Crew Coordinator

The Relief Crew Coordinator (RCC) is responsible for the following:

1. Certified in all rotating shift testing areas and Bar Code
2. In addition to their routine technician role, they will perform duties of Trainer for their crew as needed.
3. RCC's, as with the LCC's above, are expected to complete their assigned tasks. Failure to do so may result in removal from the position.

Employees classified as an RCC will continue the practice of filling the LCC role to maintain proficiency in all jobs. The frequency will be determined by Lab Management.

#### J. LCC Performance Management

An evaluation form developed by the Company will be utilized to evaluate the LCC. The evaluation process will be in accordance to the process described for chief operators.

#### K. Lab Day Jobs

The vacancies will be filled by a bid process based on seniority, fitness and ability. With fitness and ability being equal, seniority will prevail. In the event there are no bidders for a job posting within the 30 calendar days, the job vacancy will be filled by inverse order of seniority but applying the criteria of fitness and ability. Day jobs may be bid as 8-hr or 12-hr jobs at management's discretion. Once a day job position is filled, the successful bidder may work or be assigned to other day job positions but he/she will always have a day job unless day jobs are decreased or modified by management, or the bidder is disqualified.

Day Jobs in the Lab include:

1. Instrument Maintenance Technicians – 2 Technicians
2. Process Support Technicians – 2 Technicians
3. QA Technician – 1 Technician
4. Daylight Breakers – 2 Technicians

PROTECTED SHIFT LETTER

Pg. 117

Management respects and recognizes the desirability for employees to have a consistent schedule. Management must also balance those needs against the demands that the business dictates, as well as challenges that absenteeism, planned for or otherwise, brings.

In this regard, Management agrees to afford a Protected Shift Letter to those employees in the Process Area classified as "Chief Operator" and "Bid P/T". It is understood by the parties that the shift designation will be issued by Management on an annual basis (October time frame) for shift assignments for the following year. It is further understood that in the case of emergency situations on the Process Area, staffing issues created by absenteeism, the purposes of individual training for the Chief, Bid P/T or training issues for other employees in the Process Area that will create the need to move the Chief and/or Bid P/T, or for schedules associated with Turnaround Activity, Management may assign these employees to another shift for the duration of the aforementioned described issues. Protected shift letter will not apply to employees when placed on an alternative work schedule.

### **PROPOSAL 33: Work Assignments**

*Remove HiPro MOA in its entirety from contract, pgs. 170-207, replace with the following new language to start on Pg. 170:*

*The Company will work with the Union to amend the promotional chart on pg. 66.*

*Clarification on Console Operators currently under medical restrictions: Current console operators who have a bonafide medical restriction that can be accommodated by working the console will be grandfathered.*

#### Operator Work Assignments

The Operations Department includes all process areas in the Process Division which encompasses Environmental Facility and Power 2. The Products Control Department includes the Oil Movement Division which encompasses OMCC and Docks.

The following definitions will apply to this language:

Area Team – Encompasses one or more Process Areas, includes all hourly and salaried personnel, under the supervision of a common Area Team Leader. (E.g. Area Team 2 – RHU/CFHU)

Process Area – Encompasses one or more individual units of Operation, which is staffed with a common shift. (E.g. DDU/UU4).

Unit – Individual unit of Operation. (e.g. AU2)

#### **Current Operations / Product Control Area Teams, Process Areas and Units (subject to future changes and/or consolidations)**

Operations - Area Team 1		
Process Area - PS3A	Process Area - PS3B	Process Area - Cokers / RDU *
Operations - Area Team 2		
Process Area - RHU	Process Area - CFHU	
Operations - Area Team 3		
Process Area - Alky3	Process Area - FCCU1	

Operations - Area Team 4		
Process Area - FCCU3	Process Area - Alky2	
Operations - Area Team 5		
Process Area - SRU	Process Area - Power2	Process Area - Env. Facility
Operations - Area Team 6		
Process Area - UU4 / DDU *		
Operations - Area Team 7		
Process Area - UU3	Process Area - ARU	
Operations - Area Team 8		
Process Area - AU2 / NDU *		Process Area - ULC
Products Control- Area Team 9		
Process Area - OMCC		Process Area - Docks

\* Two Individual Units within a Process Area

1. Each shift in each Process Area will be staffed with one Chief Operator and one Bid Process Technician (One Chief Operator and one Bid Process Technician in OMCC for each side; Raw and Finished).
  - a. The Chief Operator and Bid Process Technician positions will be filled according to Chief Selection language.
2. The Bid Process Technician will be an extra on shift (also known as breaker) and will not be considered a minimum staffing position. This position will not normally be filled when vacant.
3. The Company will solicit volunteers on each shift for board training. After collecting a list of volunteers, board training will be offered by seniority, assuming fitness and ability of the volunteer is sufficient to perform all necessary duties on the board. If there are no volunteers, the Company will designate Operators to train on the board.
4. Operators who are qualified on a board job will be known as Rate of Pay PT's. The Company will assign board or outside work to Rate of Pay PT's as dictated by the needs of that Process Area.
5. The Company intends to keep at least two operators qualified on the board on each letter shift in each Process Area. This excludes the Chief.

Process Area Shift Staffing Example:

Chief Operator	<i>Qualified on board/outside jobs</i>	<i>Maintains board qualifications through periodic work assignments. Maintains outside qualifications through regular Chief duties.</i>
Bid Process Technician	<i>Qualified on board/outside/Chief jobs</i>	<i>Functions as the breaker and covers Chief, board, and outside job vacancies as needed.</i>
Rate of Pay PT	<i>Qualified on board &amp; outside jobs</i>	<i>Works board and outside jobs</i>

# EXHIBIT D

## GBR Investigation – Deliberation Document

**Incident Description:** Cokers Furnace Trip Issue

**Employee Name:** **REDACTED, REDACTED**, William Walker

**Org/Unit:** Ops/Cokers

**Incident Date:** 8/17-19/2015

### Current Issue:

On Monday Aug 17, Operators **REDACTED** and **REDACTED** were working the Cokers boards and failed to respond to high temperature alarms on the B-201 furnace in a timely manner. This resulted in the furnace reaching 1200° before tripping the furnace. During that same week on Wednesday, Aug 19, **REDACTED** and **REDACTED** were again working the board and failed to respond to high temperature alarms on B-301 furnace in a timely manner and allowed it to get too hot before tripping. These failures resulted in coking on both furnaces. The Chief on shift at the time was William Walker.

### Employees involved in the Discussion: (Employee/Supervisor/Union Steward/HRC)

- **REDACTED**
- **REDACTED**
- William Walker
- **REDACTED**
- (b) (6), (b) (7)(C)
- 
- 

### Summary of Employee Discussion:

#### **REDACTED**

- On Monday Aug 17, B-201 was lost due to low flow
- We tried to relight a few times before we were successful
- There were many alarms on both boards after the furnace tripped
- We were trying to bring back up the temperature slowly, were starting to get some flows back
- Temperatures shot up on coil A, the rate of rise was very fast
- Can't remember exactly which alarms showed up, but I'm sure that the 950° alarm showed (the temp they were supposed to trip the furnace at)
- I know it is the board operator's responsibility to trip the furnaces if they get too hot
- We didn't trip the furnace until about 1200°
- **REDACTED** called us to tell us a bunch of stuff, couldn't remember if he actually told us we need to trip the furnace
- We didn't trip because we had a lot going on
- On Wed Aug 19, management was pushing us to spend the charge pump
- Chief was telling us to put more charge in

- Furnace B-301 tripped on low flow
- When bringing furnace back up, the high temp alarms were sounding again
- We took some feed out of RHU to save some time
- We were trying to catch the temperature, telling guys outside to slow down the lighting of the burners
- I tried to trip the HMI, but didn't hit the YES/NO/CANCEL button
- Someone called us to notify us to trip the furnace, but we were already doing it

**REDACTED**

- On Monday Aug 17, the B-201 furnace tripped
- We were trying to get flow back, ran for about 5 min then saw the coils heating up
- Within a minute, we were over 1100°
- We got steam flow alarm, coil temp alarm, but probably missed it
- When we saw the temp spiking, we tripped the furnace
- It had already gotten up to about 1200°
- It is the board operator's responsibility for tripping the furnace before it gets too hot
- Should have been tripped between 950-960°
- On Wed Aug 19, Chief asked us to increase rates
- Lost furnace B-301 due to low flow
- Flow stabilized, so we were given green light to relight furnace
- Tube skins were good, temps were coming up
- We got high alarms, we were trying to mess with the bypass
- The temp got up over 1000°, then we tripped
- We were distracted with other things, I was watching the board pretty closely
- (b) (6), (b) (7)(C) was on the phone with **REDACTED** while the temp was coming up

**William Walker**

- On Monday Aug 17, low flow caused furnace B-201 to trip
- A-coil was plugged
- We initially thought alarms were bypassed but they weren't
- The board guys were inundated with alarms
- Get the first alarm at 970°
- Burner pressure needs to be killed and furnace tripped when it gets too hot
- Furnace was tripped too late
- It is the board operator's responsibility to trip, outside crew needs to respond to them tripping
- (b) (6), (b) (7)(C) notified us of high temps on furnace of 1200°, told us to trip
- On Wed Aug 19, we did everything we were supposed to to parallel the pumps
- Furnace tripped and then was being re-lit
- I called the board and told them to watch the temperatures
- We lit too many burners too fast
- I am not sure why the board didn't trip on this day
- I asked them to watch the temps closely and they told me "don't worry about it"
- (b) (6), (b) (7)(C) was watching the unit, (b) (6) was the one who called and told them to trip the furnace
- I don't like the people that were moved to my shift after work stoppage

**Union's Input during the Employee Discussion:**

**Employee's Discipline History:**

**REDACTED** – informal coaching for heater trip issue in January 2014

**Policies/Procedures:**

The furnace should have been tripped at about 950-960°. Instead both furnaces reached temperatures around 1100-1200°.

**Consistency within GBR**

- **REDACTED** – (b) (6), (b) (1) 2014 – C&C for not responding to high level alarm on board
- **REDACTED** – Multiple disciplines resulting in DML for incorrect line ups on board

**Recommendation by HR/Operating Organization**

Board Operators **REDACTED** and **REDACTED** made two critical mistakes in a 3 day period when they failed to trip the furnace after receiving high temperature alarms. Tripping the furnace at 950-960° is required to prevent coking in the furnaces and was known by the Board Operator's themselves. A Written Warning is being recommended for both Board Operators due to the severity of the issue and repeated mistake of failing to trip the board at the appropriate time.

As a Chief Operator, William Walker is expected to set expectations for his crew and communicate these expectations to his crew. His failure to ensure that the Board Operators were closely watching the temperatures and were ready to take action is unacceptable. Furthermore, he failed to coordinate actions of outside Operators lighting the burners at a slow enough rate with the actions of the board Operators to prevent the furnace from heating up too quickly on Wed Aug 19. An Oral Reminder is being recommended for William Walker.

# EXHIBIT E



Human Resources  
Galveston Bay Refinery

**Blanchard Refining Company LLC**  
2401 5<sup>th</sup> Avenue South  
Post Office Box 401  
Texas City, TX 77590

## Galveston Bay Refinery Positive Discipline Form

Employee Name William Walker

Employee Number 873854

Date of Incident: August 17-19, 2015

Date of Discipline: September 14, 2015

*charge date  
9/17/2015*

Department/Area: Operations: Area 1: Cokers

**Category:** Job Neglect

### Incident Summary:

On Monday, 8/17/15 William was the chief operator when the two board operators failed to respond to high temperature alarms on the B-201 furnace in a timely manner resulting in the furnace reaching approximately 1200 degrees before tripping. Then on Wednesday, 8/19/15 William was the chief operator again when the two board operators failed to respond to high temperature alarms on B-301 furnace in a timely manner allowing it to get over 1000 degrees before tripping. These failures resulted in coking both furnaces. The furnaces need to be tripped at 950 – 960 degrees to prevent coking.

**Level of Positive Discipline:** Oral Reminder

(b) (6), (b) (7)(C)

HRC Signature

(b) (6), (b) (7)(C)

Supervisor Signature

(b) (6), (b) (7)(C)

Manager Signature (if applicable)

Employee Signature

*William Walker*

# EXHIBIT F



Galveston Bay

Texas City

## ***Chief Operator Evaluation Form*** ***(To be completed by Supervisor)***

Employee's Name: William Walker Period Ending: 9-1-15  
Supervisor's Name: (b) (6), (b) (7)(C) Unit/Area Assigned: Coker Complex

***Instructions for completion of form:*** This evaluation is to be completed at the defined intervals specified in the Chief MOA, dated Jan 30, 2009:

A Chief Operator performance assessment will be developed jointly by the Union and Company. The assessment will be applied to new Chief Operators at the following frequency:

First Year	Every Quarter
Incumbent	Every 6 Months

The intent of this evaluation is to complete an appraisal of the chief's performance per the role defined in the MOA and identify opportunities for future development.

Copies of this evaluation should be provided to the Chief, HR and Union leadership.

### ***Evaluation Criteria***

1. ***Health, Safety, Security and Environmental*** – Evaluate the Chief and their crew on their HSSE performance. This includes following safe work practices and Marathon GBR safety policies. The chief should be a role model to the shift and encourage safe behaviors and use of the pulse observation program. The chief should also work with the supervisor and crew to generate quality IIR investigations and use lessons learned, **Incident Reporting and Near Misses Forms** to improve unit safety.

**Unsatisfactory**       **Progress**       **Marginal**       **Satisfactory**       **Good**       **Very Good**

#### **Comments:**

William needs to encourage operators to participate in the IIR process, whether it's a near miss or an actual process upset.

9-1-15

### Comments:

William needs to lead by example, not only verbally but with action on how the Pulse program observes safe work, and keep incidents small. Regarding Incident Reporting and Near Misses Forms, he doesn't execute them or sets an example for others on how to complete them.

2. ***Process Safety*** – Evaluate the chief and crew on their performance of operating the unit between the defined limits. They should troubleshoot and address any deviations outside the operating limits. They should also strive to recognize process hazards and work to address these before they become larger problems. The chief should also be evaluated on his/her ability to work with expertise outside the unit to address problems. The chief should be evaluated on his/her ability to develop the crew so that they can perform this activity independently.

### Comments:

One recent event we had on the unit involved a loss of flow on a process controller and no one noticed the pump had tripped off until I mentioned it.

9-1-15

### Comments:

William does not keep the unit under safe operating limits. When the process is outside of operating limits, my expectation is to stop the concern and start over before the potential of endangering employees, equipment or the environment.

3. ***Leadership*** – Evaluate the chief on his/her visibility as a leader on the shift. The chief should be a mentor on the shift and provides honest and timely feedback on performance. The chief should work relentlessly to upskill the crew to create an empowered crew that understands how to operate the unit. The chief should treat others with dignity and respect and maintains good working relationships. The chief should raise issues to management as needed to improve the unit and working environment. The chief should work across shifts and with other units as needed to ensure the success of the entire refinery.

**Unsatisfactory**       **Progress**       **Satisfactory**       **Good**       **Very Good**  
 **Marginally**

### Comments:

William still has a lot of push back when it comes to giving instructions at the SOSM meetings. None of the crew members give William any respect as a Chief Operator. I believe this comes from the the way William speaks to people. I can't make people respect him but if you treat people with respect they will respect you.

We had a unit upset at the RDU recently while William was at the control board. I noticed that Resid charge pump had tripped off and no one else had caught it. The operators got the spare pump going and that issue was resolved. It wasn't until after I heard the outside operator on the RDU say that RDU switchgear BUS B had tripped off and all of the equipment associated with that BUS had tripped off. William at that point got on the Radio had asked the operators to check their equipment. The operators responded "what equipment". At this point I headed to the RDU switchgear to assess the situation with OSUE & I/E. William stayed at the control board during the upset giving instructions, when he should have been at the unit. The board operators should have been giving instructions to the outside operators during upset conditions. We had one piece of critcal equipment that couldn't be started. After OSUE/I/E determined we could start that piece of equipment, I instructed the outside operators to start the pump. William should have been on the unit to give those instructions. After the pump was started the unit then lined out.

9-1-15

Comments:

**A team leader is someone who provides guidance, instruction, direction and leadership to a group of other individuals for the purpose of achieving a key result. The team leader monitors the measurable and qualitative result that is to be achieved. The leader often works within the team, as a member, carrying out the same roles but with the additional 'leader' initiative, to then set the example for others to follow.**

**William should always come to the workplace, ready to work, with the attitude to do the job, while respecting others through productive communication. When there is a disagreement, he should always pull peers to the side in private and control the situation. William does not hold the respect from his operators which causes disagreements and negative workplace morale.**

4. **Unit Knowledge** – Evaluate the knowledge of the chief on the process and mechanical aspects of the unit. Note any opportunities for future development.

**Unsatisfactory**       **Progress**       **Satisfactory**       **Good**       **Very Good**  
Marginal

Comments:

William needs to spend more time learning unit operations, especially unit upsets. During a recent start up on Coker B, we were trying to bring in 9 oil for start up. After three attempts to bring in 9 oil, William verified the 9 oil line up was incorrect and made the correct line up and we were able to get 9 oil in to start the unit up.

9-1-15

5. **Work attitude** - Ability to adapt to and work effectively within a variety of situations and with various individuals or groups. Appreciates different and opposing perspectives on an issue, adapting one's approach as the requirements of the situation change. Accepts instructions positively. Accepts constructive criticism.

**Unsatisfactory**       **Progress**       **Satisfactory**       **Good**       **Very Good**  
Marginal

Comments:

William still struggles with getting his operators to do what he asks. This is due to the way he speaks to people and also his lack of unit knowledge during upsets.

9-1-15

Comments:

**William is still struggling with getting his operators to do what he asks. This is due to the way he speaks to people and also his lack of unit knowledge during upsets.**

**Due to the lack of his presence in the workplace, William struggles to receive the respect from his peers. When he is absent, he doesn't know day to day issues, nor do the operators know who the leader is for that work day/week, leading to the instability of trust others have in his decisions.**

6. **Performance under Abnormal Situations** - Evaluate the chief's performance under abnormal situations such as upset operating conditions or difficult personnel issues. How was the chief's leadership and composure during a difficult situation?

**Unsatisfactor**       **Progress**       **Satisfactory**       **Good**       **Very**

y Marginal Good

Comments:

We had a unit upset at the RDU recently while William was at the control board. I noticed that Resid charge pump had tripped off and no one else had caught it. The operators got the spare pump going and that issue was resolved. It wasn't until after I heard the outside operator on the RDU say that RDU switchgear BUS B had tripped off and all of the equipment associated with that BUS had tripped off. William at that point got on the Radio had asked the operators to check their equipment. The operators responded "what equipment". At this point I headed to the RDU switchgear to assess the situation with OSUE & I/E. William stayed at the control board during the upset giving instructions, when he should have been at the unit. The board operators should have been giving instructions to the outside operators during upset conditions. We had one piece of critical equipment that couldn't be started. After OSUE/I/E determined we could start that piece of equipment, I instructed the outside operators to start the pump. William should have been on the unit to give those instructions. After the pump was started the unit then lined out.

9-1-15

Comments:

**Recently both Coker B & C furnaces were coked up due to the lack of unit knowledge and leadership with a clear path in abnormal situations. The safety of personnel should be the far most importance of a chief role. A safe operator is a knowledgeable operator; a knowledgeable operator is a safe operator. The two work hand in hand, without each quality co-existing in one, the person will not succeed.**

7. *Overall performance* - In the Supervisor's opinion, the employee's overall performance in all the rated areas.

**Unsatisfactor**  **Progress**  **Satisfactory**  **Good**  **Very Good**  
 y Marginal

Comments:

William is not performing well as Chief operator for D Shift because his crew members do not follow his direction and he is making line-up changes without including the unit operators working that job. The crew has shown signs of not respecting him by not following his direction. William has made an effort to work with me to get all of the information in the OpsCorp reports cleaned up.

**Describe any improvements needed:**

William needs to earn the operators respect by including them in key line-up changes and not allowing them to just say no to direct requests unless there are valid reasons. He needs to keep the units at the plan as posted in the Night Notes. Making sure the operators are reporting out correctly at the Start of Shift meetings (not just saying all is good or no changes). Shift reports need to be verified as correct before being submitted. Incorrect information can cause a lot of unnecessary confusion for the LT and Shift Supervisors as well as the shift coming on. He needs to make an effort to set a good example for the crew by coming in with the crew to make relief on time.

9-1-15

**William is not performing well as Chief operator for D Shift:**

- **He is not knowledgeable**
- **He is not a leader**
- **He doesn't engage with his team**
- **He doesn't have acceptable attendance**
- **He doesn't respect people as they should be respected**

Describe any improvements needed:

**William needs to know:**

- **He has to lead by example**
- **What is going on at the Coker Complex (Day to day changes)**
- **What are the current maintenance issues (i.e. things to LOTO, potentials of malfunctions)**
- **He should audit his operators daily (i.e. on procedures, LOTO's, RADAR rounds and shift reports)**
- **He should also show ownership of his unit and equipment, and engage with his operators in order to earn their respect**

**Describe any specific area employee stands out:**

William drives Safe Compliant reliable operations on the Coker Complex

9-1-15

**William pushes for his operators to follow procedures to the "T", and not deviate without approval.**

Employee's Signature

Date

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Supervisor's Signature

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Date

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**From:** (b) (6), (b) (7)(C) (MPC)  
**Sent:** Sunday, November 01, 2015 8:31 PM  
**To:** (b) (6), (b) (7)(C) (MPC)  
**Subject:** William Walkers Chief Review  
**Attachments:** 9-1-15 Walker Chief Operator Evaluation.doc

(b) (6), (b) (7)(C) and myself conducted William Walkers chief evaluation on 10/30/15. This evaluation covered the time period from 1/1/14 to 9/1/15. The attached evaluation was unsatisfactory and we will conduct another evaluation 90 days from 9/1/15.

(b) (6), (b) (7)(C)

Office---(b) (6), (b) (7)(C)

Work Cell (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) [Marathonpetroleum.com](http://Marathonpetroleum.com)

# EXHIBIT G

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pav Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pav</b>
2/8/2013	Regular	12.00	33.02	462.12
2/9/2013	Regular	12.00	33.02	462.12
2/10/2013	Regular	12.00	33.02	462.12
2/11/2013	Regular	12.00	33.02	462.12
2/15/2013	Regular	12.00	33.02	462.12
2/16/2013	Regular	12.00	33.02	462.12
2/17/2013	Regular	12.00	33.02	462.12
2/18/2013	Holiday Pay	8.00	37.69	301.52
2/18/2013	Holiday Regular	12.00	56.54	829.24
2/19/2013	Regular	12.00	33.02	462.12
2/20/2013	Regular	12.00	33.02	462.12
2/21/2013	Regular	12.00	33.02	462.12
2/25/2013	Regular	12.00	33.02	462.12
2/26/2013	Regular	12.00	33.02	462.12
2/27/2013	Regular	12.00	33.02	462.12
2/28/2013	Regular	12.00	33.02	462.12
3/8/2013	Regular	12.00	33.02	462.12
3/9/2013	Regular	11.00	33.02	412.63
3/10/2013	Regular	12.00	33.02	462.12
3/15/2013	Overtime	6.00	56.54	339.24
3/15/2013	Regular	12.00	33.02	462.12
3/16/2013	Regular	12.00	33.02	462.12
3/17/2013	Regular	12.00	33.02	462.12
3/19/2013	Regular	12.00	33.02	462.12
3/20/2013	Regular	12.00	33.02	462.12
3/21/2013	Regular	12.00	33.02	462.12
3/26/2013	Regular	12.00	33.02	462.12
3/27/2013	Regular	12.00	33.02	462.12
3/28/2013	Regular	12.00	33.02	462.12
3/29/2013	Bank Holiday	8.00	0.00	0.00
3/29/2013	Holiday Pay	0.00	37.69	0.00
3/29/2013	Holiday Regular	12.00	56.54	829.24
3/30/2013	Overtime	12.00	56.54	678.48
3/31/2013	6th Cons Day Premium	12.00	56.54	678.48
4/5/2013	Vacation	12.00	37.69	452.28
4/6/2013	Vacation	12.00	37.69	452.28
4/7/2013	Vacation	12.00	37.69	452.28
4/12/2013	Regular	12.00	37.68	527.32
4/13/2013	Regular	12.00	37.68	527.32
4/14/2013	Regular	12.00	37.68	527.32
4/15/2013	Regular	12.00	37.68	527.32
4/19/2013	Regular	12.00	37.68	527.32
4/20/2013	Regular	12.00	37.68	527.32
4/21/2013	Regular	12.00	37.68	527.32
4/23/2013	Excused With Pay	12.00	43.01	516.12
4/24/2013	Overtime	12.00	64.52	774.24
4/25/2013	1010	12.00	43.01	516.12
4/25/2013	Overtime	12.00	64.52	774.24
4/29/2013	Regular	12.00	37.68	527.32
4/30/2013	Regular	12.00	37.68	527.32
5/1/2013	Regular	12.00	37.68	527.32
5/2/2013	Regular	12.00	37.68	527.32
5/5/2013	Overtime	12.00	64.52	774.24
5/10/2013	Regular	12.00	37.68	527.32
5/11/2013	Regular	12.00	37.68	527.32
5/12/2013	Regular	12.00	37.68	527.32
5/13/2013	Regular	12.00	37.68	527.32

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pav Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pav</b>
5/15/2013	Overtime	8.00	64.52	516.16
5/16/2013	Overtime	8.00	64.52	516.16
5/17/2013	Regular	12.00	37.68	527.32
5/18/2013	Regular	12.00	37.68	527.32
5/19/2013	Regular	12.00	37.68	527.32
5/22/2013	Regular	12.00	37.68	527.32
5/23/2013	Regular	12.00	37.68	527.32
5/27/2013	Bank Holiday	8.00	0.00	0.00
5/27/2013	Holiday Pay	0.00	43.01	0.00
5/27/2013	Holiday Regular	12.00	64.52	946.28
5/28/2013	Regular	12.00	37.68	527.32
5/29/2013	Regular	12.00	37.68	527.32
5/30/2013	Regular	12.00	37.68	527.32
6/3/2013	Overtime	12.00	64.52	774.24
6/4/2013	Overtime	12.00	64.52	774.24
6/5/2013	Overtime	12.00	64.52	774.24
6/6/2013	Overtime	12.00	64.52	774.24
6/7/2013	Regular	12.00	37.68	527.32
6/8/2013	6th Cons Day Premium	12.00	64.52	774.24
6/9/2013	7th Cons Day Premium	12.00	86.02	1,032.24
6/10/2013	Regular	12.00	37.68	527.32
6/14/2013	Regular	12.00	37.68	527.32
6/15/2013	Regular	12.00	37.68	527.32
6/16/2013	Vacation	12.00	43.01	516.12
6/17/2013	Overtime	12.00	64.52	774.24
6/18/2013	Regular	12.00	37.68	527.32
6/19/2013	Regular	12.00	37.68	527.32
6/20/2013	Regular	12.00	37.68	527.32
6/24/2013	Regular	12.00	37.68	527.32
6/25/2013	Regular	12.00	37.68	527.32
6/26/2013	Regular	12.00	37.68	527.32
6/27/2013	Regular	12.00	37.68	527.32
6/28/2013	Overtime	12.00	64.52	774.24
7/4/2013	Holiday Pay	8.00	43.01	344.08
7/5/2013	Regular	12.00	37.68	527.32
7/6/2013	Sick 100	12.00	43.01	516.12
7/6/2013	Sick	12.00	0.00	0.00
7/7/2013	Sick 100	12.00	43.01	516.12
7/7/2013	Sick	12.00	0.00	0.00
7/8/2013	Sick 100	12.00	43.01	516.12
7/8/2013	Sick	12.00	0.00	0.00
7/11/2013	Overtime	12.00	64.52	774.24
7/12/2013	Regular	12.00	37.68	527.32
7/13/2013	Holiday Pay - from Bank	12.00	43.01	516.12
7/14/2013	Holiday Pay - from Bank	8.00	43.01	344.08
7/14/2013	EV-Vacation	4.00	43.01	172.04
7/16/2013	Sick 100	12.00	43.01	516.12
7/16/2013	Sick	12.00	0.00	0.00
7/17/2013	Sick 100	12.00	43.01	516.12
7/17/2013	Sick	12.00	0.00	0.00
7/18/2013	Sick 100	12.00	43.01	516.12
7/18/2013	Sick	12.00	0.00	0.00
7/22/2013	Sick 100	12.00	43.01	516.12
7/22/2013	Sick	12.00	0.00	0.00
7/23/2013	Sick 100	12.00	43.01	516.12
7/23/2013	Sick	12.00	0.00	0.00
7/24/2013	Sick 100	12.00	43.01	516.12

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pav Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pav</b>
7/24/2013	Sick	12.00	0.00	0.00
7/25/2013	Sick 100	12.00	43.01	516.12
7/25/2013	Sick	12.00	0.00	0.00
8/2/2013	Sick 100	12.00	43.01	516.12
8/2/2013	Sick	12.00	0.00	0.00
8/3/2013	Sick 100	12.00	43.01	516.12
8/3/2013	Sick	12.00	0.00	0.00
8/4/2013	Sick 100	12.00	43.01	516.12
8/4/2013	Sick	12.00	0.00	0.00
8/5/2013	Sick 100	12.00	43.01	516.12
8/5/2013	Sick	12.00	0.00	0.00
8/9/2013	Sick 100	12.00	43.01	516.12
8/9/2013	Sick	12.00	0.00	0.00
8/10/2013	Sick 100	12.00	43.01	516.12
8/10/2013	Sick	12.00	0.00	0.00
8/11/2013	Sick 100	0.00	43.01	0.00
8/11/2013	Sick	12.00	0.00	0.00
8/11/2013	Regular	12.00	37.68	527.32
8/13/2013	Sick 100	12.00	43.01	516.12
8/13/2013	Sick	12.00	0.00	0.00
8/14/2013	Sick 100	12.00	43.01	516.12
8/14/2013	Sick	12.00	0.00	0.00
8/15/2013	Sick 100	12.00	43.01	516.12
8/15/2013	Sick	12.00	0.00	0.00
8/19/2013	Sick 100	12.00	43.01	516.12
8/19/2013	Sick	12.00	0.00	0.00
8/20/2013	Sick 100	12.00	43.01	516.12
8/20/2013	Sick	12.00	0.00	0.00
8/21/2013	Sick 100	12.00	43.01	516.12
8/21/2013	Sick	12.00	0.00	0.00
8/22/2013	Sick 100	12.00	43.01	516.12
8/22/2013	Sick	12.00	0.00	0.00
8/30/2013	Regular	12.00	37.68	527.32
8/31/2013	Regular	12.00	37.68	527.32
9/1/2013	Regular	12.00	37.68	527.32
9/2/2013	Bank Holiday	8.00	0.00	0.00
9/2/2013	Holiday Pay	0.00	43.01	0.00
9/2/2013	Holiday Regular	12.00	64.52	946.28
9/5/2013	Overtime	12.00	64.52	774.24
9/6/2013	Overtime	1.00	64.52	64.52
9/6/2013	Regular	12.00	37.68	527.32
9/7/2013	Regular	12.00	37.68	527.32
9/8/2013	Overtime	6.00	64.52	387.12
9/8/2013	Regular	12.00	37.68	527.32
9/9/2013	Overtime	12.00	64.52	774.24
9/10/2013	Regular	12.00	37.68	527.32
9/11/2013	Regular	12.00	37.68	527.32
9/12/2013	Regular OT	12.00	56.47	527.32
9/16/2013	Sick 100	12.00	43.01	516.12
9/16/2013	Sick	12.00	0.00	0.00
9/17/2013	Vacation	12.00	43.01	516.12
9/18/2013	Regular	12.00	37.68	527.32
9/19/2013	Regular	12.00	37.68	527.32
9/27/2013	Holiday Pay - from Bank	12.00	43.01	516.12
9/28/2013	Vacation	12.00	43.01	516.12
9/29/2013	Vacation	12.00	43.01	516.12
9/30/2013	Vacation	12.00	43.01	516.12

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pav Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pav</b>
10/4/2013	Vacation	12.00	43.01	516.12
10/5/2013	Vacation	12.00	43.01	516.12
10/6/2013	Vacation	12.00	43.01	516.12
10/8/2013	Regular	12.00	37.68	527.32
10/9/2013	Regular	12.00	37.68	527.32
10/10/2013	Regular	12.00	37.68	527.32
10/14/2013	Regular	12.00	37.68	527.32
10/15/2013	Regular	12.00	37.68	527.32
10/16/2013	Regular	12.00	37.68	527.32
10/17/2013	Sick 100	12.00	43.01	516.12
10/17/2013	Sick	12.00	0.00	0.00
10/18/2013	Holiday Pay - from Bank	-20.00	43.01	-860.20
10/18/2013	Sick 100	24.00	43.01	1,032.24
10/18/2013	EV-Vacation	-4.00	43.01	-172.04
10/25/2013	Regular	12.00	37.68	527.32
10/26/2013	Regular	12.00	37.68	527.32
10/27/2013	Regular	12.00	37.68	527.32
10/28/2013	Regular	12.00	37.68	527.32
11/1/2013	Holiday Pay - from Bank	12.00	43.01	516.12
11/2/2013	Vacation	12.00	43.01	516.12
11/3/2013	Holiday Pay - from Bank	8.00	43.01	344.08
11/3/2013	Vacation	4.00	43.01	172.04
11/5/2013	Sick 100	12.00	43.01	516.12
11/5/2013	Sick	12.00	0.00	0.00
11/6/2013	Sick 100	12.00	43.01	516.12
11/6/2013	Sick	12.00	0.00	0.00
11/7/2013	Sick 100	12.00	43.01	516.12
11/7/2013	Sick	12.00	0.00	0.00
11/11/2013	Sick 100	12.00	43.01	516.12
11/11/2013	Sick	12.00	0.00	0.00
11/12/2013	Sick 100	12.00	43.01	516.12
11/12/2013	Sick	12.00	0.00	0.00
11/13/2013	Sick	12.00	0.00	0.00
11/13/2013	Sick 100	12.00	43.01	516.12
11/14/2013	Sick	12.00	0.00	0.00
11/14/2013	Sick 100	12.00	43.01	516.12
11/22/2013	Sick	12.00	0.00	0.00
11/22/2013	Sick 100	12.00	43.01	516.12
11/23/2013	Sick	12.00	0.00	0.00
11/23/2013	Sick 100	12.00	43.01	516.12
11/24/2013	Sick	12.00	0.00	0.00
11/24/2013	Sick 100	12.00	43.01	516.12
11/25/2013	Sick	12.00	0.00	0.00
11/25/2013	Sick 100	12.00	43.01	516.12
11/28/2013	Holiday Pay	8.00	43.01	344.08
11/29/2013	Sick	12.00	0.00	0.00
11/29/2013	Holiday Pay	8.00	43.01	344.08
11/29/2013	Sick 100	12.00	43.01	516.12
11/30/2013	Sick	12.00	0.00	0.00
11/30/2013	Sick 100	12.00	43.01	516.12
12/1/2013	Sick	12.00	0.00	0.00
12/1/2013	Sick 100	12.00	43.01	516.12
12/3/2013	Sick	12.00	0.00	0.00
12/3/2013	Sick 100	12.00	43.01	516.12
12/4/2013	Sick	12.00	0.00	0.00
12/4/2013	Sick 100	12.00	43.01	516.12
12/5/2013	Sick	12.00	0.00	0.00

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pav Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pav</b>
12/5/2013	Sick 100	12.00	43.01	516.12
12/9/2013	Sick	12.00	0.00	0.00
12/9/2013	Sick 100	12.00	43.01	516.12
12/10/2013	Sick	12.00	0.00	0.00
12/10/2013	Sick 100	12.00	43.01	516.12
12/11/2013	Sick	12.00	0.00	0.00
12/11/2013	Sick 100	12.00	43.01	516.12
12/12/2013	Sick	12.00	0.00	0.00
12/12/2013	Sick 100	12.00	43.01	516.12
12/20/2013	Sick	12.00	0.00	0.00
12/20/2013	Sick 100	12.00	43.01	516.12
12/21/2013	Sick	12.00	0.00	0.00
12/21/2013	Sick 100	12.00	43.01	516.12
12/22/2013	Sick	12.00	0.00	0.00
12/22/2013	Sick 100	12.00	43.01	516.12
12/23/2013	Sick	12.00	0.00	0.00
12/23/2013	Sick 100	12.00	43.01	516.12
12/24/2013	Holiday Pay	8.00	43.01	344.08
12/25/2013	Holiday Pay	8.00	43.01	344.08
12/27/2013	Sick	12.00	0.00	0.00
12/27/2013	Sick 100	12.00	43.01	516.12
12/28/2013	Sick	12.00	0.00	0.00
12/28/2013	Sick 100	12.00	43.01	516.12
12/29/2013	Sick	12.00	0.00	0.00
12/29/2013	Sick 100	12.00	43.01	516.12
12/31/2013	Sick	12.00	0.00	0.00
12/31/2013	Sick 100	12.00	43.01	516.12
1/1/2014	Sick	12.00	0.00	0.00
1/1/2014	Holiday Pay	8.00	43.01	344.08
1/1/2014	Sick 100	12.00	43.01	516.12
1/2/2014	Sick	12.00	0.00	0.00
1/2/2014	Sick 100	12.00	43.01	516.12
1/6/2014	Sick	12.00	0.00	0.00
1/6/2014	Sick 100	12.00	43.01	516.12
1/7/2014	Sick	12.00	0.00	0.00
1/7/2014	Sick 100	12.00	43.01	516.12
1/8/2014	Sick	12.00	0.00	0.00
1/8/2014	Sick 100	12.00	43.01	516.12
1/9/2014	Sick	12.00	0.00	0.00
1/9/2014	Sick 100	12.00	43.01	516.12
1/17/2014	Sick	12.00	0.00	0.00
1/17/2014	Sick 100	12.00	43.01	516.12
1/18/2014	Sick	12.00	0.00	0.00
1/18/2014	Sick 100	12.00	43.01	516.12
1/19/2014	Sick	12.00	0.00	0.00
1/19/2014	Sick 100	12.00	43.01	516.12
1/20/2014	Sick	12.00	0.00	0.00
1/20/2014	Sick 100	12.00	43.01	516.12
1/24/2014	Sick	12.00	0.00	0.00
1/24/2014	Sick 100	12.00	43.01	516.12
1/25/2014	Sick	12.00	0.00	0.00
1/25/2014	Sick 100	12.00	43.01	516.12
1/26/2014	Sick	12.00	0.00	0.00
1/26/2014	Sick 100	12.00	43.01	516.12
1/28/2014	Sick	12.00	0.00	0.00
1/28/2014	Sick 100	12.00	43.01	516.12
1/29/2014	Sick	12.00	0.00	0.00

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pay Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pay</b>
1/29/2014	Sick 60	12.00	43.01	516.12
1/30/2014	Sick	12.00	0.00	0.00
1/30/2014	Sick 60	12.00	43.01	516.12
2/3/2014	Sick	12.00	0.00	0.00
2/3/2014	Sick 60	12.00	44.30	531.60
2/4/2014	Sick	12.00	0.00	0.00
2/4/2014	Sick 60	12.00	44.30	531.60
2/5/2014	Sick	12.00	0.00	0.00
2/5/2014	Sick 60	12.00	44.30	531.60
2/6/2014	Sick	12.00	0.00	0.00
2/6/2014	Sick 60	12.00	44.30	531.60
2/14/2014	Sick	12.00	0.00	0.00
2/14/2014	Sick 60	12.00	44.30	531.60
2/15/2014	Sick	12.00	0.00	0.00
2/15/2014	Sick 60	12.00	44.30	531.60
2/16/2014	Regular	12.00	38.81	543.16
2/17/2014	Holiday Pay	8.00	44.30	354.40
2/17/2014	Holiday Regular	12.00	66.45	974.60
2/21/2014	Sick	12.00	0.00	0.00
2/21/2014	Sick 60	12.00	44.30	531.60
2/22/2014	Sick	12.00	0.00	0.00
2/22/2014	Sick 60	12.00	44.30	531.60
2/23/2014	Sick	12.00	0.00	0.00
2/23/2014	Sick 60	12.00	44.30	531.60
2/25/2014	Sick	12.00	0.00	0.00
2/25/2014	Sick 60	12.00	44.30	531.60
2/26/2014	Sick	12.00	0.00	0.00
2/26/2014	Sick 60	12.00	44.30	531.60
2/27/2014	Sick	12.00	0.00	0.00
2/27/2014	Sick 60	12.00	44.30	531.60
3/3/2014	Sick	12.00	0.00	0.00
3/3/2014	Sick 60	12.00	44.30	531.60
3/4/2014	Sick	12.00	0.00	0.00
3/4/2014	Sick 60	12.00	44.30	531.60
3/5/2014	Sick	12.00	0.00	0.00
3/5/2014	Sick 60	12.00	44.30	531.60
3/6/2014	Sick	12.00	0.00	0.00
3/6/2014	Holiday Regular	-12.00	66.45	-974.60
3/6/2014	Sick 60	24.00	44.30	1,063.20
3/14/2014	Sick	12.00	0.00	0.00
3/14/2014	Sick 60	12.00	44.30	531.60
3/15/2014	Sick	12.00	0.00	0.00
3/15/2014	Sick 60	12.00	44.30	531.60
3/16/2014	Sick	12.00	0.00	0.00
3/16/2014	Excused Without Pay	12.00	0.00	0.00
3/17/2014	Sick	12.00	0.00	0.00
3/17/2014	Excused Without Pay	12.00	0.00	0.00
3/21/2014	Sick	12.00	0.00	0.00
3/21/2014	Excused Without Pay	12.00	0.00	0.00
3/22/2014	Sick	12.00	0.00	0.00
3/22/2014	Excused Without Pay	12.00	0.00	0.00
3/23/2014	Sick	12.00	0.00	0.00
3/23/2014	Excused Without Pay	12.00	0.00	0.00
3/25/2014	Vacation	12.00	44.30	531.60
3/26/2014	Vacation	12.00	44.30	531.60
3/27/2014	Sick	8.00	0.00	0.00
3/27/2014	Vacation	4.00	44.30	177.20

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pay Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pay</b>
3/27/2014	Excused Without Pay	8.00	0.00	0.00
3/31/2014	Sick	12.00	0.00	0.00
3/31/2014	Excused Without Pay	12.00	0.00	0.00
4/1/2014	Sick	12.00	0.00	0.00
4/1/2014	Excused Without Pay	12.00	0.00	0.00
4/2/2014	Sick	12.00	0.00	0.00
4/2/2014	Excused Without Pay	12.00	0.00	0.00
4/3/2014	Sick	12.00	0.00	0.00
4/3/2014	Excused Without Pay	12.00	0.00	0.00
4/11/2014	Vacation	12.00	44.30	531.60
4/12/2014	Sick	12.00	0.00	0.00
4/12/2014	Excused Without Pay	12.00	0.00	0.00
4/13/2014	Sick	12.00	0.00	0.00
4/13/2014	Excused Without Pay	12.00	0.00	0.00
4/14/2014	Sick	12.00	0.00	0.00
4/14/2014	Excused Without Pay	12.00	0.00	0.00
4/18/2014	Sick	4.00	0.00	0.00
4/18/2014	Holiday Pay	8.00	44.30	354.40
4/18/2014	Vacation	8.00	44.30	354.40
4/18/2014	Excused Without Pay	4.00	0.00	0.00
4/19/2014	Sick	12.00	0.00	0.00
4/19/2014	Excused Without Pay	12.00	0.00	0.00
4/20/2014	Sick	12.00	0.00	0.00
4/20/2014	Excused Without Pay	12.00	0.00	0.00
4/22/2014	Vacation	12.00	44.30	531.60
4/23/2014	Sick	4.00	0.00	0.00
4/23/2014	Vacation	8.00	44.30	354.40
4/23/2014	Excused Without Pay	4.00	0.00	0.00
4/24/2014	Sick	12.00	0.00	0.00
4/24/2014	Excused Without Pay	12.00	0.00	0.00
4/28/2014	Sick	12.00	0.00	0.00
4/28/2014	Excused Without Pay	12.00	0.00	0.00
4/29/2014	Sick	12.00	0.00	0.00
4/29/2014	Excused Without Pay	12.00	0.00	0.00
4/30/2014	Sick	12.00	0.00	0.00
4/30/2014	Excused Without Pay	12.00	0.00	0.00
5/1/2014	Sick	12.00	0.00	0.00
5/1/2014	Excused Without Pay	12.00	0.00	0.00
5/9/2014	Excused Without Pay	12.00	0.00	0.00
5/10/2014	Excused Without Pay	12.00	0.00	0.00
5/11/2014	Excused Without Pay	12.00	0.00	0.00
5/12/2014	Regular	8.00	44.30	354.40
5/13/2014	Overtime	1.00	66.45	66.45
5/13/2014	Regular	8.00	44.30	354.40
5/14/2014	Regular	8.00	44.30	354.40
5/15/2014	Regular	8.00	44.30	354.40
5/16/2014	Regular	8.00	44.30	354.40
5/19/2014	Regular	8.00	44.30	354.40
5/20/2014	Regular	8.00	44.30	354.40
5/21/2014	Regular	8.00	44.30	354.40
5/22/2014	Regular	8.00	44.30	354.40
5/23/2014	Regular	8.00	44.30	354.40
5/26/2014	Holiday Pay	8.00	44.30	354.40
5/26/2014	Holiday Regular	8.00	66.45	531.60
5/27/2014	Regular	8.00	44.30	354.40
5/28/2014	Regular	8.00	44.30	354.40
5/29/2014	Regular	8.00	44.30	354.40

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pav Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pav</b>
5/30/2014	Jury	8.00	44.30	354.40
6/2/2014	Regular	8.00	44.30	354.40
6/3/2014	Regular	8.00	44.30	354.40
6/4/2014	Regular	8.00	44.30	354.40
6/5/2014	Regular	8.00	44.30	354.40
6/6/2014	Regular	8.00	44.30	354.40
6/9/2014	Regular	8.00	44.30	354.40
6/10/2014	Regular	8.00	44.30	354.40
6/11/2014	Regular	8.00	44.30	354.40
6/12/2014	Jury	-3.00	44.30	-132.90
6/12/2014	Regular	8.00	44.30	354.40
6/12/2014	Vacation	3.00	44.30	132.90
6/13/2014	Regular	8.00	44.30	354.40
6/16/2014	Overtime	4.00	66.45	265.80
6/17/2014	Regular	12.00	38.81	543.16
6/18/2014	Regular	12.00	38.81	543.16
6/19/2014	Regular	12.00	38.81	543.16
6/23/2014	Regular	12.00	38.81	543.16
6/24/2014	Regular	12.00	38.81	543.16
6/25/2014	Regular	12.00	38.81	543.16
6/26/2014	Regular	12.00	38.81	543.16
6/27/2014	Overtime	12.00	66.45	797.40
6/28/2014	6th Cons Day Premium	12.00	66.45	797.40
6/29/2014	7th Cons Day Premium	12.00	88.60	1,063.20
7/2/2014	Overtime	12.00	66.45	797.40
7/3/2014	Overtime	12.00	66.45	797.40
7/4/2014	Holiday Pay	8.00	44.30	354.40
7/4/2014	Holiday Regular	12.00	66.45	974.60
7/5/2014	Regular	12.00	38.81	543.16
7/6/2014	Regular	12.00	38.81	543.16
7/7/2014	Regular	12.00	38.81	543.16
7/11/2014	Regular	12.00	38.81	543.16
7/12/2014	Regular	12.00	38.81	543.16
7/13/2014	Regular	12.00	38.81	543.16
7/15/2014	Regular	12.00	38.81	543.16
7/16/2014	Regular	12.00	38.81	543.16
7/17/2014	Regular	12.00	38.81	543.16
7/19/2014	Overtime	12.00	66.45	797.40
7/20/2014	Overtime	12.00	66.45	797.40
7/21/2014	Regular	12.00	38.81	543.16
7/22/2014	Regular	12.00	38.81	543.16
7/23/2014	Regular	12.00	38.81	543.16
7/24/2014	Regular	12.00	38.81	543.16
7/29/2014	Overtime	12.00	66.45	797.40
7/30/2014	Overtime	12.00	66.45	797.40
7/31/2014	Overtime	12.00	66.45	797.40
8/1/2014	Regular	12.00	38.81	543.16
8/2/2014	Regular	12.00	38.81	543.16
8/3/2014	6th Cons Day Premium	12.00	66.45	797.40
8/4/2014	Regular	12.00	38.81	543.16
8/8/2014	Regular	12.00	38.81	543.16
8/9/2014	Regular	12.00	38.81	543.16
8/10/2014	Regular	12.00	38.81	543.16
8/12/2014	Regular	12.00	38.81	543.16
8/13/2014	Regular	12.00	38.81	543.16
8/14/2014	Regular	12.00	38.81	543.16
8/15/2014	Overtime	12.00	66.45	797.40

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pav Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pav</b>
8/17/2014	Overtime	12.00	66.45	797.40
8/18/2014	Regular	8.00	44.30	354.40
8/18/2014	Vacation	4.00	44.30	177.20
8/19/2014	Regular	12.00	38.81	543.16
8/20/2014	Regular	12.00	38.81	543.16
8/21/2014	Regular	8.00	44.30	354.40
8/21/2014	Vacation	4.00	44.30	177.20
8/29/2014	Regular	12.00	38.81	543.16
8/30/2014	Regular	12.00	38.81	543.16
8/31/2014	Regular	12.00	38.81	543.16
9/1/2014	Bank Holiday	8.00	0.00	0.00
9/1/2014	Holiday Pay	0.00	44.30	0.00
9/1/2014	Holiday Regular	12.00	66.45	974.60
9/5/2014	Regular	12.00	38.81	543.16
9/6/2014	Regular	12.00	38.81	543.16
9/7/2014	Regular	12.00	38.81	543.16
9/8/2014	Overtime	12.00	66.45	797.40
9/9/2014	Regular	12.00	38.81	543.16
9/10/2014	Regular	12.00	38.81	543.16
9/11/2014	Overtime	2.00	66.45	132.90
9/11/2014	Regular	12.00	38.81	543.16
9/15/2014	Regular	12.00	38.81	543.16
9/16/2014	Regular	12.00	38.81	543.16
9/17/2014	Regular	12.00	38.81	543.16
9/18/2014	Regular	12.00	38.81	543.16
9/26/2014	Holiday Pay - from Bank	12.00	44.30	531.60
9/27/2014	Vacation	12.00	44.30	531.60
9/28/2014	Vacation	12.00	44.30	531.60
9/29/2014	Vacation	12.00	44.30	531.60
10/3/2014	Vacation	12.00	44.30	531.60
10/4/2014	Vacation	12.00	44.30	531.60
10/5/2014	Vacation	12.00	44.30	531.60
10/7/2014	Regular	12.00	38.81	543.16
10/8/2014	Regular	12.00	38.81	543.16
10/9/2014	Regular	12.00	38.81	543.16
10/13/2014	Regular	12.00	38.81	543.16
10/14/2014	Regular	12.00	38.81	543.16
10/15/2014	Sick 100	12.00	44.30	531.60
10/15/2014	Sick	12.00	0.00	0.00
10/16/2014	Sick 100	12.00	44.30	531.60
10/16/2014	Sick	12.00	0.00	0.00
10/17/2014	Overtime	12.00	66.45	797.40
10/24/2014	Regular	12.00	38.81	543.16
10/25/2014	Regular	12.00	38.81	543.16
10/26/2014	Regular	12.00	38.81	543.16
10/27/2014	Regular	12.00	38.81	543.16
10/31/2014	Vacation	12.00	44.30	531.60
11/1/2014	Vacation	12.00	44.30	531.60
11/2/2014	Excused Without Pay	7.00	0.00	0.00
11/2/2014	Vacation	5.00	44.30	221.50
11/4/2014	Regular	12.00	38.81	543.16
11/5/2014	Regular	12.00	38.81	543.16
11/6/2014	Regular	12.00	38.81	543.16
11/10/2014	Regular	12.00	38.81	543.16
11/11/2014	Regular	12.00	38.81	543.16
11/12/2014	Regular	12.00	38.81	543.16
11/13/2014	Regular	12.00	38.81	543.16

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pav Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pav</b>
11/21/2014	Regular	12.00	38.81	543.16
11/22/2014	Regular	12.00	38.81	543.16
11/23/2014	Regular	12.00	38.81	543.16
11/24/2014	Regular	12.00	38.81	543.16
11/25/2014	Overtime	1.00	66.45	66.45
11/26/2014	Overtime	12.00	66.45	797.40
11/27/2014	Holiday Pay	8.00	44.30	354.40
11/27/2014	Holiday Regular	12.00	66.45	974.60
11/28/2014	Holiday Pay	8.00	44.30	354.40
11/28/2014	Holiday Regular	12.00	66.45	974.60
11/29/2014	6th Cons Day Premium	12.00	66.45	797.40
11/30/2014	7th Cons Day Premium	12.00	88.60	1,063.20
12/1/2014	Overtime	12.00	66.45	797.40
12/2/2014	Sick 100	12.00	44.30	531.60
12/2/2014	Dependent Care	12.00	0.00	0.00
12/3/2014	Sick 100	12.00	44.30	531.60
12/3/2014	Dependent Care	12.00	0.00	0.00
12/4/2014	Sick 100	12.00	44.30	531.60
12/4/2014	Dependent Care	12.00	0.00	0.00
12/8/2014	Regular	12.00	38.81	543.16
12/9/2014	Regular	12.00	38.81	543.16
12/10/2014	Regular	12.00	38.81	543.16
12/11/2014	Regular	12.00	38.81	543.16
12/19/2014	Sick 100	12.00	44.30	531.60
12/19/2014	Dependent Care	12.00	0.00	0.00
12/20/2014	Regular	12.00	38.81	543.16
12/21/2014	Regular	12.00	38.81	543.16
12/22/2014	Regular	12.00	38.81	543.16
12/24/2014	Holiday Pay	8.00	44.30	354.40
12/25/2014	Holiday Pay	8.00	44.30	354.40
12/25/2014	Holiday Regular	12.00	66.45	974.60
12/26/2014	Regular	12.00	38.81	543.16
12/27/2014	Regular	12.00	38.81	543.16
12/28/2014	Regular	12.00	38.81	543.16
12/30/2014	Sick 100	12.00	44.30	531.60
12/30/2014	Dependent Care	12.00	0.00	0.00
12/31/2014	Regular	12.00	38.81	543.16
1/1/2015	Bank Holiday	8.00	0.00	0.00
1/1/2015	Holiday Pay	0.00	44.30	0.00
1/1/2015	Holiday Regular	12.00	66.45	974.60
1/2/2015	Overtime	12.00	66.45	797.40
1/3/2015	Overtime	12.00	66.45	797.40
1/5/2015	Regular	12.00	38.81	543.16
1/6/2015	Regular	8.00	44.30	354.40
1/6/2015	EV-Vacation	4.00	44.30	177.20
1/7/2015	Regular	12.00	38.81	543.16
1/8/2015	Regular	12.00	38.81	543.16
1/16/2015	Sick 100	12.00	44.30	531.60
1/16/2015	Dependent Care	12.00	0.00	0.00
1/17/2015	Sick 100	12.00	44.30	531.60
1/17/2015	Dependent Care	12.00	0.00	0.00
1/18/2015	Regular	12.00	38.81	543.16
1/19/2015	Regular	12.00	38.81	543.16
1/20/2015	Overtime	1.00	66.45	66.45
1/23/2015	Regular	12.00	38.81	543.16
1/24/2015	Regular	12.00	38.81	543.16
1/25/2015	Regular	12.00	38.81	543.16

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pay Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pay</b>
1/27/2015	Regular	12.00	38.81	543.16
1/28/2015	Regular	12.00	38.81	543.16
1/29/2015	Regular	12.00	38.81	543.16
7/6/2015	Adjust\$	0.00	1,952.63	1,952.63
7/13/2015	Overtime	12.00	68.12	817.44
7/14/2015	Regular	12.00	39.78	556.72
7/15/2015	Overtime	0.50	68.12	34.06
7/15/2015	Regular	12.00	39.78	556.72
7/16/2015	Regular	12.00	39.78	556.72
7/18/2015	Overtime	12.00	68.12	817.44
7/20/2015	Regular	12.00	39.78	556.72
7/21/2015	Regular	12.00	39.78	556.72
7/22/2015	Regular	12.00	39.78	556.72
7/23/2015	Regular	12.00	39.78	556.72
7/24/2015	Overtime	12.00	68.12	817.44
7/25/2015	6th Cons Day Premium	12.00	68.12	817.44
7/31/2015	Regular	12.00	39.78	556.72
8/1/2015	Regular	12.00	39.78	556.72
8/2/2015	Regular	12.00	39.78	556.72
8/3/2015	Regular	12.00	39.78	556.72
8/7/2015	Regular	12.00	39.78	556.72
8/8/2015	Regular	12.00	39.78	556.72
8/9/2015	Regular	12.00	39.78	556.72
8/11/2015	Regular	12.00	39.78	556.72
8/12/2015	Overtime	1.00	68.12	68.12
8/12/2015	Regular	12.00	39.78	556.72
8/13/2015	Regular	12.00	39.78	556.72
8/17/2015	Overtime	0.70	68.12	47.68
8/17/2015	Regular	12.00	39.78	556.72
8/18/2015	Regular	12.00	39.78	556.72
8/19/2015	Regular	12.00	39.78	556.72
8/20/2015	Regular	12.00	39.78	556.72
8/27/2015	Overtime	12.00	68.12	817.44
8/28/2015	Regular	12.00	39.78	556.72
8/29/2015	Overtime	1.00	68.12	68.12
8/29/2015	Regular	12.00	39.78	576.56
8/30/2015	Regular	12.00	39.78	556.72
8/31/2015	Overtime	2.00	68.12	136.24
8/31/2015	Regular	12.00	39.78	556.72
9/4/2015	Regular	12.00	39.78	556.72
9/5/2015	Regular	10.00	39.78	437.48
9/5/2015	EV-Vacation	2.00	45.41	90.82
9/6/2015	Regular	12.00	39.78	556.72
9/7/2015	Holiday Pay	8.00	45.41	363.28
9/8/2015	Regular	12.00	39.78	556.72
9/9/2015	Regular	12.00	39.78	556.72
9/10/2015	Sick 100	12.00	45.41	544.92
9/10/2015	Dependent Care	12.00	0.00	0.00
9/14/2015	Sick 100	12.00	45.41	544.92
9/14/2015	Dependent Care	12.00	0.00	0.00
9/15/2015	EV-Vacation	12.00	45.41	544.92
9/16/2015	EV-Vacation	12.00	45.41	544.92
9/17/2015	Regular	12.00	39.78	556.72
9/25/2015	Vacation	12.00	45.41	544.92
9/26/2015	Vacation	12.00	45.41	544.92
9/27/2015	Vacation	12.00	45.41	544.92
9/28/2015	Vacation	12.00	45.41	544.92

**WILLIAM WALKER**  
**ATTENDANCE/PAY RECORD**

<b>Date</b>	<b>Pav Code</b>	<b>Hours</b>	<b>Rate</b>	<b>Gross Pav</b>
10/2/2015	Funeral	12.00	45.41	544.92
10/3/2015	Funeral	12.00	45.41	544.92
10/4/2015	Funeral	12.00	45.41	544.92
10/6/2015	Regular	12.00	39.78	556.72
10/7/2015	Regular	12.00	39.78	556.72
10/8/2015	Regular	12.00	39.78	556.72
10/12/2015	Regular	12.00	39.78	556.72
10/13/2015	Regular	12.00	39.78	556.72
10/14/2015	EV-Vacation	12.00	45.41	544.92
10/15/2015	EV-Vacation	12.00	45.41	544.92
10/23/2015	Regular	12.00	39.78	556.72
10/24/2015	Regular	12.00	39.78	556.72
10/25/2015	Regular	12.00	39.78	556.72
10/26/2015	Regular	12.00	39.78	556.72
10/28/2015	Overtime	12.00	68.12	817.44
10/29/2015	Overtime	12.00	68.12	817.44
10/30/2015	Regular	12.00	39.78	556.72
10/31/2015	Regular	12.00	39.78	556.72
11/1/2015	Holiday Pay - from Bank	12.00	45.41	544.92
11/2/2015	Overtime	12.00	68.12	817.44
11/3/2015	Regular	12.00	39.78	556.72
11/4/2015	Regular	12.00	39.78	556.72
11/5/2015	Regular	12.00	39.78	556.72
11/7/2015	Overtime	12.00	68.12	817.44
11/8/2015	Overtime	12.00	68.12	817.44
11/9/2015	Regular	12.00	39.78	556.72
11/10/2015	Regular	12.00	39.78	556.72
11/11/2015	Regular	12.00	39.78	556.72
11/12/2015	Regular	12.00	39.78	556.72
11/13/2015	Overtime	12.00	68.12	817.44
11/20/2015	Regular	12.00	39.78	556.72
11/21/2015	Regular	12.00	39.78	556.72
11/22/2015	Regular	12.00	39.78	556.72
11/23/2015	Regular	8.00	45.41	363.28
11/24/2015	Regular	8.00	45.41	363.28
11/25/2015	Vacation	8.00	45.41	363.28
11/26/2015	Holiday Pay	8.00	45.41	363.28
11/27/2015	Holiday Pay	8.00	45.41	363.28
11/30/2015	Regular	8.00	45.41	363.28
12/1/2015	Regular	8.00	45.41	363.28
12/2/2015	Regular	8.00	45.41	363.28
12/3/2015	Regular	8.00	45.41	363.28
12/4/2015	Regular	8.00	45.41	363.28
12/7/2015	Regular	8.00	45.41	363.28
12/8/2015	Regular	8.00	45.41	363.28
12/9/2015	Regular	8.00	45.41	363.28
12/10/2015	Regular	8.00	45.41	363.28
12/11/2015	Regular	8.00	45.41	363.28
12/14/2015	Regular	8.00	45.41	363.28
12/15/2015	Overtime	12.00	68.12	817.44
12/15/2015	Excused With Pay	4.00	45.41	181.64
12/15/2015	Regular	8.00	45.41	363.28
12/16/2015	Regular	8.00	45.41	363.28
12/17/2015	Regular	8.00	45.41	363.28
12/18/2015	Regular	8.00	45.41	363.28
12/21/2015	Regular	8.00	45.41	363.28
12/22/2015	Regular	8.00	45.41	363.28